



## Horace City Council Meeting Agenda

Monday, May 15, 2023 – 6:00 pm

Fire Hall Event Center, 413 Main Street, Horace, ND 58047

1. Call to Order
2. Declare Quorum | Pledge
3. Approve Regular Agenda
4. Approve Consent Agenda
  - a. Vendor Invoices
  - b. Balance Sheet & Income Statement
  - c. Checks Written in April 2023
  - d. Cass County Vector Control
    - i. 2023-2024 Agreement
5. Approval of the City Council Meeting Minutes from May 1, 2023
6. Public Comment
7. Sheriff's Update | Craig Keller & Jake Murray, Cass County Sheriff's Department
8. Horace Water Stabilization Ponds (Lagoons) | Jim Dahlman, City Engineer & Brenton Holper, City Administrator
  - a. Discussion
9. Recall Election | Brenton Holper, City Administrator
  - a. Timeline
    - i. Discussion
  - b. Election Administration Proposal from Cass County
    - i. Discussion & Action
10. TRIB 2023B Parameters Resolution | Lukas Croaker, City Attorney and Mike Manstrom & John Lundby, Colliers Securities LLC
  - a. Discussion & Action
11. Water Use Plan | Jim Dahlman, City Engineer
  - a. Switch to Cass Rural Water User District
    - i. Discussion & Action
  - b. Existing Treatment Plant and Wells
    - i. Discussion & Action



12. Water, Sewer, Storm, and Street Improvement District No. 2021-7 (Deer Creek Estates & Deer Creek Estates Second Addition) | Lukas Croaker, City Attorney
  - a. ID Agreement Amendment No. 1
    - i. Discussion & Action
13. Water, Sewer, Storm, and Street Improvement District No. 2022-12 (River's Edge 2<sup>nd</sup> Addition) | Lukas Croaker, City Attorney & Jim Dahlman, City Engineer
  - a. ID Agreement
    - i. Discussion & Action
  - b. Resolution Approving Plans & Specifications
    - i. Discussion & Action
  - c. Resolution Authorizing Auditor to Advertise for Bids
    - i. Discussion & Action
  - d. Amend No. 1 to Cost-Estimate
    - i. Discussion & Action
14. Sanitary, Storm and Street Improvement District No. 2022-4 (Wall Avenue - Sheyenne Diversion to Sheyenne River) | Lukas Croaker, City Attorney
  - a. Resolution of Necessity
    - i. Discussion & Action
  - b. Resolution of Offer of Purchase
    - i. Discussion & Action
  - c. Purchase Agreements
    - i. Discussion & Action
15. Storm and Street Improvement District No. 2022-3 (Wall Avenue - Sheyenne River to Cass County Highway 17) | Jim Dahlman, City Engineer
  - a. Change Order No. 1
    - i. Discussion & Action
16. Engineering/Public Works Report | Jim Dahlman, City Engineer
  - a. Construction Project Status
17. City Administrator Report | Brenton Holper, City Administrator
18. Portfolio Reports
  - a. Mayor Peterson
  - b. Councilmember Veit
  - c. Councilmember Burkland
  - d. Councilmember Landstrom
  - e. Councilmember Trudeau
19. Adjourn

The next City Council Meeting is scheduled for **Monday, June 5, 2023, at 6:00 pm**

05/11/23  
11:26:28

CITY OF HORACE  
Claim Approval List  
For the Accounting Period: 5/23

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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4330		272 BUSINESS ESSENTIALS	112.25						
	620487	05/03/23 business cards	90.00			100 4152	410		1130
	620505	05/03/23 endorsement stamp	22.25			100 4152	410		1130
		Total for Vendor:	112.25						
4319		38 BUTLER MACHINERY CO	55.12						
	13509	04/22/23 Nuts for equipment	55.12*			201 4151	382		1130
		Total for Vendor:	55.12						
4333		42 CASS COUNTY ELECTRIC	1,307.88						
	1172942	05/05/23 Irrigation 106-074-0131	55.93			502 4151	353		1130
	1172942	05/05/23 Well 106-191-2510	732.99			501 4151	351		1130
	1172942	05/05/23 City Hall 106-202-0950	168.86			100 4151	351		1130
	1172942	05/05/23 City Shop 106-202-0970	182.12			100 4151	351		1130
	1172942	05/05/23 Siren 106-071-3002	0.00			100 4151	351		1130
	1172942	05/05/23 Maple Lakes Pond 106-301-046	139.69			502 4151	351		1130
	1172942	05/05/23 Horace Franchise Fee	28.29			100 4151	351		1130
4334		42 CASS COUNTY ELECTRIC	239.00						
	715854	05/05/23 Babbling Brook 106-173-2161	234.00			502 4151	351		1130
	715854	05/05/23 FRANCHISE FEES	4.68			502 4151	353		1130
	715854	05/05/23 Operation Round UP	0.32			502 4151	351		1130
4335		42 CASS COUNTY ELECTRIC	3,269.00						
	Street lights								
	1172924	05/05/23 106-071-3001	33.00*			201 4151	351		1130
	1172924	05/05/23 106-073-0000	165.00*			201 4151	351		1130
	1172924	05/05/23 106-173-7010	19.44*			201 4151	351		1130
	1172924	05/05/23 106-184-0000	209.00*			201 4151	351		1130
	1172924	05/05/23 106-191-0000	651.20*			201 4151	351		1130
	1172924	05/05/23 106-191-0001	126.70*			201 4151	351		1130
	1172924	05/05/23 106-194-0000	154.00*			201 4151	351		1130
	1172924	05/05/23 106-182-0270	35.55*			201 4151	351		1130
	1172924	05/05/23 106-202-4281	65.85*			201 4151	351		1130
	1172924	05/05/23 106-192-1271	40.56*			201 4151	351		1130
	1172924	05/05/23 106-192-1841	78.39*			201 4151	351		1130

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	1172924	05/05/23 106-201-0090	89.59*			201 4151	351		1130
	1172924	05/05/23 106-083-0110	403.40*			201 4151	351		1130
	1172924	05/05/23 106-083-0391	25.90*			201 4151	351		1130
	1172924	05/05/23 106-203-0051	292.53*			201 4151	351		1130
	1172924	05/05/23 106-172-0060	429.17*			201 4151	351		1130
	1172924	05/05/23 106-083-2851	145.27*			201 4151	351		1130
	1172924	05/05/23 106-192-2411	102.43*			201 4151	351		1130
	1172924	05/05/23 106-192-3341	70.58*			201 4151	351		1130
	1172924	05/05/23 106-301-1070	67.01*			201 4151	351		1130
	1172924	05/05/23 Operation Roundup	0.34*			201 4151	351		1130
	1172924	05/05/23 Horace Franchise Fee	64.09*			201 4151	351		1130
4336		42 CASS COUNTY ELECTRIC	156.00						
	1163579	05/05/23 106-053-0060 Lift St SA-13	64.65			502 4151	351		1130
	1163447	01/06/23 106-173-1990 Lift St RC-200	87.46			502 4151	351		1130
	1182598	05/05/23 Opration Round UP	0.85			502 4151	351		1130
		05/05/23 Franchise Fees	3.04			502 4151	353		1130
4337		42 CASS COUNTY ELECTRIC	1,867.82						
Sanitary sewer lift stations									
	1172940	04/05/23 106-184-0741	129.61			502 4151	351		1130
	1172940	04/05/23 106-191-0354	225.38			502 4151	351		1130
	1172940	04/05/23 106-191-2500	115.69			502 4151	351		1130
	1172940	04/05/23 106-194-2070	73.92			502 4151	351		1130
	1172940	04/05/23 106-202-0800	367.04			502 4151	351		1130
	1172940	04/05/23 106-183-1370	353.28			502 4151	351		1130
	1172940	04/05/23 106-202-4170	71.20			502 4151	351		1130
	1172940	04/05/23 106-192-1840	98.29			502 4151	351		1130
	1172940	04/05/23 106-172-0100	177.60			502 4151	351		1130
	1172940	04/05/23 106-203-0050	84.72			502 4151	351		1130
	1172940	04/05/23 106-083-1990	80.94			502 4151	351		1130
	1172940	04/05/23 106-301-2000	53.53			502 4151	351		1130
	1172940	04/05/23 Horace Franchise Fee	36.62			502 4151	351		1130

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4338		42 CASS COUNTY ELECTRIC	2,390.99						
		Storm water lift stations							
	1172938	05/05/23 106-071-3250	415.25			502 4151	353		1130
	1172938	05/05/23 106-074-5160	77.34			502 4151	353		1130
	1172938	05/05/23 106-184-0791	106.07			502 4151	353		1130
	1172938	05/05/23 106-191-2750	68.39			502 4151	353		1130
	1172938	05/05/23 106-191-7390	64.19			502 4151	353		1130
	1172938	05/05/23 106-182-0271	130.94			502 4151	353		1130
	1172938	05/05/23 106-192-0100	386.31			502 4151	353		1130
	1172938	05/05/23 106-201-0100	130.94			502 4151	353		1130
	1172938	05/05/23 106-171-0030	84.29			502 4151	353		1130
	1172938	05/05/23 106-172-0020	279.51			502 4151	353		1130
	1172938	05/05/23 106-083-0500	572.36			502 4151	353		1130
	1172938	05/05/23 106-082-1180	28.50			502 4151	353		1130
	1172938	05/05/23 Horace Franchise Fee	46.90			502 4151	353		1130
		Total for Vendor:	9,230.69						
		*** Claim from another period ( 4/23) ****							
4332		48 CASS COUNTY FINANCE	16,068.58						
	296	04/28/23 Contract Policing - Apr 23	16,068.58			100 4151	390		1130
		Total for Vendor:	16,068.58						
4331		51 CENTURY LINK	156.55						
	701-282-42	04/25/23 Telephone 701-282-4292	91.91			100 4151	356		1130
	701-492-62	04/25/23 Telephone 701-492-6232	64.64			100 4151	356		1130
		Total for Vendor:	156.55						
4327		55 CINTAS	248.22						
	4152066028	04/11/23 Floor Mats - City Hall	124.11			100 4151	381		1130
	4154859556	05/09/23 Floor Mats - City Hall	124.11			100 4151	381		1130
		Total for Vendor:	248.22						
4320		56 CITY OF FARGO	112.00						
	437948	04/26/23 Wastewater Lab Testing	70.00			502 4152	431		1130
	437949	04/26/23 Health Water Samples	42.00			501 4152	431		1130
		Total for Vendor:	112.00						

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4347		374 CITY OF FARGO - UTILITY	18,024.00						
	60002468	05/05/23 68 Deer Creek PKWY	18,024.00			502	4152	453	1130
		Total for Vendor:	18,024.00						
4328		62 CORE & MAIN	861.53						
	s718582	04/24/23 Water Meters	861.53*			501	4153	641	1130
		Total for Vendor:	861.53						
4346		457 DRN READITECH	2,144.23						
	2737600	05/01/23 Managed Services -4/1/23 - 4/	2,004.24			100	4151	317	1130
	2737600	05/01/23 Telephone & Internet	139.99			100	4151	356	1130
		Total for Vendor:	2,144.23						
4322		88 FASTENAL	194.88						
	277865	04/26/23 1/4" twisted yellow rope	194.88		Doug	100	4152	421	1130
		Total for Vendor:	194.88						
4315		478 FERGUSON ENTERPRISES LLC #3326	414.99						
	236854	04/25/23 HydrantPro Alum Swvl Plug	414.99*			501	4153	641	1130
		Total for Vendor:	414.99						
4324		93 FORUM COMMUNICATIONS	956.61						
	564270423	04/30/23 Minutes and Bids postings	956.61			100	4151	360	1130
		Total for Vendor:	956.61						
4317		554 Forum Communications Printing	2,890.77						
	248956	04/26/23 Horace Happenings Printing	2,890.77			100	4151	360	1130
		Total for Vendor:	2,890.77						
4326		116 INTERSTATE ENGINEERING	57,601.88						
	50667	05/01/23 2022-7 Southdale 5th	2,626.93*			480	4319	315	1130
	50668	05/01/23 2022-2 Lost River 7th	622.50*			475	4319	315	1130
	50669	05/01/23 2021-5 Arrowwood 3rd	1,020.24*			471	4319	315	1130
	50670	05/01/23 2022-11 Cub Creek 2nd	19,527.40*			484	4319	315	1130
	50671	05/01/23 2017-6 Chestnut Dr	4,466.72*			447	4319	315	1130
	50703	05/04/23 2022-5 Maple Lake Estates	8,315.65*			478	4319	315	1130

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	50416	05/04/23 2020-7 Connection to Cass Rura	4,871.23*			466 4319	315		1130
	50704	05/04/23 2022-8 66th ST -76th-64th	16,151.21*			481 4319	315		1130
		Total for Vendor:	57,601.88						
4340		473 NATIONWIDE	345.50						
	212178	05/01/23 Qtr Admin Participant x 19	345.50			100 4140	230		1130
		Plan Administration Base Fee 850/4 - Participant charge 15@ 28/4							
		Total for Vendor:	345.50						
4318		165 ND SEWAGE PUMP	610.00						
	882153	04/25/23 Repair Lift #5	610.00			502 4152	429		1130
		Total for Vendor:	610.00						
4342		999999 ND STATE SCHOOL OF SCIENCE	810.00						
	27955	05/08/23 CDL testing for Rick	810.00*			100 4152	441		1130
		Total for Vendor:	810.00						
4316		182 ONE CALL CONCEPTS	143.20						
	3044170	04/30/23 (109 @1.30/2@1.30/2@ .55)	143.20		Adam	501 4151	310		1130
		Total for Vendor:	143.20						
4321		281 PREMIUM WATERS, INC.	119.19						
	351554254	04/30/23 Drinking Water	10.00			100 4152	490		1130
	351554748	05/02/23 Drinking Water	109.19			100 4152	490		1130
		Total for Vendor:	119.19						
4341		196 PRO SWEEP INC	1,280.00						
	20665	04/30/23 Sweep City Streets	1,280.00			201 4151	310		1130
		Total for Vendor:	1,280.00						
		*** Claim from another period ( 4/23) ****							
4323		214 SIGN PRO	135.00						
		Office Signs							
	81035	04/27/23 Office Signs	135.00			100 4152	410		1130
		Total for Vendor:	135.00						

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4329		227 SWANSTON EQUIPMENT	264.46						
	P90513	05/05/23 Glass Door 7435779	264.46			201 4152	421		1130
		Total for Vendor:	264.46						
4325		242 TRUNORTH DYNAMICS	149.00						
	111069	04/28/23 Njevity to go Remote desktop	149.00			100 4151	310		1130
		Total for Vendor:	149.00						
4345		253 VERIZON	1,093.58						
	9933942557	05/02/23 Cell Bill Apr 23 - May 23	761.12			100 4151	356		1130
	9933942557	05/02/23 New Cell Phones	332.46*			100 4153	641		1130
		Total for Vendor:	1,093.58						
4343		257 WASTE MANAGEMENT Corp Servs Inc	262.28						
8 yard Dumpster at City Shop									
	03001	05/03/23 8 yd Dumpster - City Shop	262.28			503 4152	451		1130
10-92252-03001									
4344		257 WASTE MANAGEMENT Corp Servs Inc	33,828.13						
	23007	05/03/23 City Occupant Garbage/Recyclin	33,828.13			503 4152	451		1130
		Total for Vendor:	34,090.41						
4348		261 XCEL ENERGY	427.02						
	826957858	05/04/23 Natural Gas	85.39			100 4151	350		1130
	826957858	05/04/23 Natural Gas	128.11			201 4151	350		1130
	826957858	05/04/23 Natural Gas	106.76			501 4151	350		1130
	826957858	05/04/23 Natural Gas	106.76*			502 4151	350		1130
		Total for Vendor:	427.02						
		# of Claims	33	Total:	148,539.66	# of Vendors	27		



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Cash Report  
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Fund/Account	Beginni ng Bal ance	Recei ved	Transfers In	Di sbursed	Transfers Out	Endi ng Bal ance
100 General						
1120 Cash Drawer	-8. 76	0. 00	0. 00	0. 00	0. 00	-8. 76
1130 General Checking-Stari on	1, 324, 435. 10	139, 123. 92	0. 00	15. 00	156, 889. 69	1, 306, 654. 33
1210 Investments-Stari on Bank	710, 625. 90	10, 197. 33	0. 00	0. 00	0. 00	720, 823. 23
Total Fund	2, 035, 052. 24	149, 321. 25		15. 00	156, 889. 69	2, 027, 468. 80
201 Hi ghway Di stri buti on						
1130 General Checking-Stari on	113, 640. 55	13, 549. 37	407. 88	0. 00	25, 177. 71	102, 420. 09
204 Street Improvement Fund						
1130 General Checking-Stari on	56, 470. 84	4, 000. 00	0. 00	0. 00	0. 00	60, 470. 84
210 Bean Days						
1130 General Checking-Stari on	-10, 200. 95	0. 00	0. 00	0. 00	0. 00	-10, 200. 95
1135 Checking-Bean Days-Stari on	8, 098. 94	0. 00	0. 00	0. 00	0. 00	8, 098. 94
Total Fund	-2, 102. 01					-2, 102. 01
211 Park District Cash in Lieu						
1130 General Checking-Stari on	467, 806. 25	0. 00	0. 00	0. 00	0. 00	467, 806. 25
212 Cub Creek Park Development						
1130 General Checking-Stari on	257, 700. 96	0. 00	0. 00	0. 00	0. 00	257, 700. 96
214 General Fund Reserve						
1130 General Checking-Stari on	150, 000. 00	0. 00	0. 00	0. 00	0. 00	150, 000. 00
215 Equipment Reserve						
1130 General Checking-Stari on	448, 401. 27	0. 00	0. 00	0. 00	36, 724. 00	411, 677. 27
216 Special Project Reserve						
1130 General Checking-Stari on	-8, 842. 19	0. 00	0. 00	0. 00	0. 00	-8, 842. 19
217 Downtown Neighborhood Plan						
1130 General Checking-Stari on	50, 000. 00	0. 00	0. 00	0. 00	0. 00	50, 000. 00
218 Street Signs						
1130 General Checking-Stari on	24, 005. 29	0. 00	0. 00	0. 00	0. 00	24, 005. 29
220 Sales Tax						
1130 General Checking-Stari on	2, 782, 623. 81	85, 821. 07	0. 00	0. 00	4, 678. 50	2, 863, 766. 38
1210 Investments-Stari on Bank	400, 000. 00	0. 00	0. 00	0. 00	0. 00	400, 000. 00
Total Fund	3, 182, 623. 81	85, 821. 07			4, 678. 50	3, 263, 766. 38
230 Vector						
1130 General Checking-Stari on	74, 904. 81	3, 888. 52	132. 49	3. 00	0. 00	78, 922. 82
231 Forestry						
1130 General Checking-Stari on	50, 859. 55	3, 349. 52	55. 22	1. 50	0. 00	54, 262. 79
302 St. Benedi cts Special Assessments Deposi t						
1130 General Checking-Stari on	797, 212. 00	0. 00	0. 00	0. 00	0. 00	797, 212. 00
303 2020-1 Meadowlark Park						
1130 General Checking-Stari on	0. 00	2, 718. 72	0. 00	0. 00	0. 00	2, 718. 72
304 2020-2 Terra Gardens Park						
1130 General Checking-Stari on	0. 00	416. 29	0. 00	0. 00	0. 00	416. 29
326 Imp Dist 04-3 & 08-1 (4th St AJ)						
1130 General Checking-Stari on	1, 772. 80	0. 00	0. 00	0. 00	0. 00	1, 772. 80
330 Steet Paving 07-1 and 07-2						
1130 General Checking-Stari on	7, 601. 77	0. 00	0. 00	0. 00	0. 00	7, 601. 77
333 2014-1 Dreamfi elds						

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Fund/Account	Beginni ng Bal ance	Recei ved	Transfers In	Di sbursed	Transfers Out	Endi ng Bal ance
1130 General Checking-Stari on	235, 154. 32	0. 00	0. 00	0. 00	64, 375. 81	170, 778. 51
334 2015-1 Street Imp Dist/52nd Ave						
1130 General Checking-Stari on	-3, 849. 42	0. 00	0. 00	0. 00	4, 239. 59	-8, 089. 01
335 2015-2 Prair ie View						
1130 General Checking-Stari on	241, 709. 88	0. 00	0. 00	0. 00	134, 318. 35	107, 391. 53
336 2010-1 Drainage Imp Dist						
1130 General Checking-Stari on	-24, 558. 02	0. 00	0. 00	0. 00	0. 00	-24, 558. 02
338 2016-1 ReLine Project						
1130 General Checking-Stari on	220, 705. 88	1, 507. 72	0. 00	0. 00	0. 00	222, 213. 60
339 2015-3 Paving 73rd						
1130 General Checking-Stari on	-35, 009. 66	0. 00	0. 00	0. 00	6, 989. 33	-41, 998. 99
340 2016-2 Arrowwood 2nd Addi tion						
1130 General Checking-Stari on	146, 261. 46	0. 00	0. 00	0. 00	15, 476. 92	130, 784. 54
341 2016-3 Impro Dist Water Looping						
1130 General Checking-Stari on	173, 691. 40	772. 36	0. 00	0. 00	0. 00	174, 463. 76
342 2017-2 SSL Fargo						
1130 General Checking-Stari on	524, 398. 06	14, 602. 92	0. 00	0. 00	0. 00	539, 000. 98
343 2017-1 Lost River 1 & 2						
1130 General Checking-Stari on	1, 078, 178. 84	11, 261. 68	0. 00	0. 00	287, 927. 50	801, 513. 02
344 2017-7 Maple Grove Drainage						
1130 General Checking-Stari on	1, 325. 26	0. 00	0. 00	0. 00	14, 318. 48	-12, 993. 22
345 2017-8 Northwood & Southwood Dr						
1130 General Checking-Stari on	66, 004. 31	765. 41	0. 00	0. 00	11, 742. 91	55, 026. 81
346 2018-3 Terra Gardens						
1130 General Checking-Stari on	610, 441. 49	6, 840. 32	0. 00	0. 00	156, 333. 61	460, 948. 20
347 2019-1 Lakeview Dr						
1130 General Checking-Stari on	762, 300. 72	24, 066. 47	0. 00	0. 00	206, 143. 10	580, 224. 09
348 2019-2 76th & Roundabout						
1130 General Checking-Stari on	576, 379. 25	7, 085. 61	0. 00	0. 00	145, 077. 17	438, 387. 69
349 2019-3 81st Ave & 63rd St						
1130 General Checking-Stari on	319, 345. 15	16, 183. 53	0. 00	0. 00	103, 071. 56	232, 457. 12
350 2019-5 Visto Industrial Addi tion						
1130 General Checking-Stari on	367, 303. 36	5, 771. 66	0. 00	0. 00	106, 553. 64	266, 521. 38
351 2019-6 Cub Creek						
1130 General Checking-Stari on	886, 762. 34	121, 193. 62	0. 00	0. 00	334, 962. 03	672, 993. 93
352 2018-1 Sewer Improvement (100th)						
1130 General Checking-Stari on	22, 357. 25	294. 65	0. 00	0. 00	37, 560. 32	-14, 908. 42
353 2019-7 Maple Lake Estates Addi tion						
1130 General Checking-Stari on	381, 804. 00	10, 517. 31	0. 00	0. 00	265, 681. 16	126, 640. 15
354 2020-1 Southdale Farms First Addi tion						
1130 General Checking-Stari on	732, 988. 86	25, 668. 36	0. 00	0. 00	324, 704. 52	433, 952. 70
355 2020-2 82nd Street Construction						
1130 General Checking-Stari on	214, 626. 06	60, 953. 79	0. 00	0. 00	122, 214. 99	153, 364. 86
356 2020-4 Lost River 5th Addi tion						
1130 General Checking-Stari on	644, 458. 93	13, 318. 78	0. 00	0. 00	302, 394. 01	355, 383. 70
364 Temp RIB 2022A Debt Service Fund						

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Fund/Account	Beginni ng Bal ance	Recei ved	Transfers In	Di sbursed	Transfers Out	Endi ng Bal ance
1130 General Checking-Stari on	1, 749, 147. 52	0. 00	0. 00	0. 00	0. 00	1, 749, 147. 52
365 Temp RIB 2022B Debt Service Fund						
1130 General Checking-Stari on	1, 919, 700. 00	0. 00	0. 00	0. 00	0. 00	1, 919, 700. 00
400 Public Facilities						
1130 General Checking-Stari on	1, 447, 374. 85	0. 00	0. 00	0. 00	0. 00	1, 447, 374. 85
1210 Investments-Stari on Bank	2, 000, 000. 00	0. 00	0. 00	0. 00	0. 00	2, 000, 000. 00
Total Fund	3, 447, 374. 85					3, 447, 374. 85
401 Prairie Dog Fund						
1130 General Checking-Stari on	500, 000. 00	0. 00	0. 00	0. 00	0. 00	500, 000. 00
1210 Investments-Stari on Bank	1, 387, 834. 93	0. 00	0. 00	0. 00	0. 00	1, 387, 834. 93
Total Fund	1, 887, 834. 93					1, 887, 834. 93
402 American Recovery Act Funding 2021						
1130 General Checking-Stari on	465, 472. 30	0. 00	0. 00	0. 00	0. 00	465, 472. 30
439 ReLine Project 2016-1						
1130 General Checking-Stari on	-1, 499. 95	0. 00	0. 00	0. 00	0. 00	-1, 499. 95
443 SSL Fargo 2017-2 W1600128						
1130 General Checking-Stari on	-136, 659. 48	0. 00	0. 00	0. 00	0. 00	-136, 659. 48
444 2017-1 Lost River 1st, 2nd, 3rd, 4th, 6th W213103.02						
1130 General Checking-Stari on	229, 482. 74	0. 00	0. 00	0. 00	843. 12	228, 639. 62
445 Project 2017-4						
1130 General Checking-Stari on	-114. 00	0. 00	0. 00	0. 00	0. 00	-114. 00
446 Street Imp Dist 2017-5 (8th Ave Ext) W1700062						
1130 General Checking-Stari on	-17, 818. 96	0. 00	0. 00	0. 00	0. 00	-17, 818. 96
447 Street Imp Dist 2017-6 (Chestnut Dr) W1700063						
1130 General Checking-Stari on	-53, 768. 71	0. 00	0. 00	0. 00	4, 708. 12	-58, 476. 83
450 2019-4 Sewer Impr (Horseshoe Bend)						
1130 General Checking-Stari on	-105, 525. 80	0. 00	0. 00	0. 00	0. 00	-105, 525. 80
451 2018-1 Sewer Impr Dist (100th) W1700119						
1130 General Checking-Stari on	39, 375. 14	0. 00	0. 00	0. 00	0. 00	39, 375. 14
452 2018-3 Terra Gardens						
1130 General Checking-Stari on	-101, 411. 67	0. 00	0. 00	0. 00	0. 00	-101, 411. 67
453 2019-1 Lakeview Drive						
1130 General Checking-Stari on	267, 485. 76	0. 00	0. 00	0. 00	0. 00	267, 485. 76
454 2019-2 76th & Roundabout W1900023						
1130 General Checking-Stari on	-80, 493. 48	0. 00	0. 00	0. 00	1, 785. 33	-82, 278. 81
455 2019-3 81st Ave & 63rd St W1900045						
1130 General Checking-Stari on	282, 038. 15	0. 00	0. 00	0. 00	0. 00	282, 038. 15
456 2019-5 Visto Industrial Additi ons						
1130 General Checking-Stari on	103, 428. 03	0. 00	0. 00	0. 00	0. 00	103, 428. 03
457 2019-6 Cub Creek						
1130 General Checking-Stari on	274, 019. 23	0. 00	0. 00	0. 00	0. 00	274, 019. 23
458 2019-7 Maple Lake Estates Additi on						
1130 General Checking-Stari on	258, 190. 31	0. 00	0. 00	0. 00	0. 00	258, 190. 31
459 2020-1 Southdale Farms First Additi on						
1130 General Checking-Stari on	437, 750. 01	0. 00	0. 00	0. 00	692. 50	437, 057. 51
461 2020-2 82nd Street Construction W1900110						

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1130 General Checking-Starion	138, 578. 64	0. 00	0. 00	0. 00	0. 00	138, 578. 64
462 2020-3 Wall Avenue Reconstruction W2000018 (disolved)						
1130 General Checking-Starion	-3, 257. 25	0. 00	0. 00	0. 00	0. 00	-3, 257. 25
463 2020-4 Lost River 5th Addition						
1130 General Checking-Starion	377, 417. 60	0. 00	0. 00	0. 00	0. 00	377, 417. 60
464 2020-5 Storm Sewer Impr Dist (Oxbow Drainage)						
1130 General Checking-Starion	-21, 616. 48	0. 00	0. 00	0. 00	0. 00	-21, 616. 48
465 2020-6 Water Impr Dist (Line Replacement)						
1130 General Checking-Starion	41, 073. 67	0. 00	0. 00	0. 00	5, 749. 78	35, 323. 89
466 2020-7 Water Impr Dist (Connection to Cass Rural)						
1130 General Checking-Starion	445, 883. 13	0. 00	0. 00	0. 00	0. 00	445, 883. 13
467 2021-1 Southdale Farms 3rd Addition W2000133						
1130 General Checking-Starion	-307, 479. 55	0. 00	0. 00	0. 00	880. 00	-308, 359. 55
468 2021-2 Terra Gardens 3rd Addition W2100092						
1130 General Checking-Starion	-898, 278. 47	0. 00	0. 00	0. 00	890. 00	-899, 168. 47
469 2021-3 Lakeview Addition W2100092						
1130 General Checking-Starion	1, 317, 285. 70	0. 00	0. 00	0. 00	225. 00	1, 317, 060. 70
470 Sanitary Sewer 2021-4 (Li ft Station SA-14) W2100063						
1130 General Checking-Starion	452, 914. 21	1, 247. 37	0. 00	0. 00	0. 00	454, 161. 58
471 2021-5 Arrowwood 3rd Addition W2003103. 33						
1130 General Checking-Starion	442, 694. 73	0. 00	0. 00	0. 00	187. 50	442, 507. 23
472 2021-6 Sanitary Sewer (Li ft Station SA-13 Horseshoe Bend)						
1130 General Checking-Starion	435, 509. 17	1, 199. 43	0. 00	0. 00	0. 00	436, 708. 60
473 2021-7 Deer Creek Estates 2020 W2003103. 06						
1130 General Checking-Starion	-19, 806. 96	0. 00	0. 00	0. 00	6, 251. 68	-26, 058. 64
474 2022-1 Visto Industrial Drive						
1130 General Checking-Starion	1, 546, 772. 41	4, 259. 96	0. 00	0. 00	0. 00	1, 551, 032. 37
475 2022-2 Lost River 7th Addition W21-03-106. 03						
1130 General Checking-Starion	855, 719. 70	2, 356. 22	0. 00	0. 00	187. 50	857, 888. 42
476 2022-3 Wall Ave - Sheyenne River to Cass Co. Hwy 17						
1130 General Checking-Starion	-10, 500. 00	0. 00	0. 00	0. 00	0. 00	-10, 500. 00
477 2022-4 Wall Ave - Sheyenne Diversion to Sheyenne River						
1130 General Checking-Starion	-54, 736. 30	0. 00	0. 00	0. 00	0. 00	-54, 736. 30
478 2022-5 Maple Lakes Addition Phase 2						
1130 General Checking-Starion	2, 862, 617. 45	7, 883. 92	0. 00	0. 00	0. 00	2, 870, 501. 37
479 2022-6 Southdale Farms 4th Addition W2100178						
1130 General Checking-Starion	7, 762, 829. 30	21, 379. 56	0. 00	0. 00	0. 00	7, 784, 208. 86
480 2022-7 Southdale Farms 5th Addition W21-03-106. 18						
1130 General Checking-Starion	-1, 607, 704. 45	0. 00	0. 00	0. 00	0. 00	-1, 607, 704. 45
481 2022-8 66th St from 76th Ave to 64th Ave						
1130 General Checking-Starion	-17, 407. 13	0. 00	0. 00	0. 00	516, 169. 17	-533, 576. 30
482 2022-9 63rd St (from Wall Ave to 82nd Ave)						
1130 General Checking-Starion	-4, 063. 54	0. 00	0. 00	0. 00	0. 00	-4, 063. 54
483 2022-10 Chestnut Drive Rehab W17--00-063						
1130 General Checking-Starion	-25, 949. 42	0. 00	0. 00	0. 00	0. 00	-25, 949. 42
484 2022-11 Cub Creek Second Addition W21-03-103. 31						

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Fund/Account	Beginni ng Bal ance	Recei ved	Transfers In	Di sbursed	Transfers Out	Endi ng Bal ance
1130 General Checking-Starion	18,198,132.81	47,219.35	0.00	0.00	1,052,998.71	17,192,353.45
485 2022-12 Rivers Edge Second Addition W20-03-103.02						
1130 General Checking-Starion	-17,983.98	0.00	0.00	0.00	1,617.96	-19,601.94
486 2022-13 Altenburg Acres Second Addition						
1130 General Checking-Starion	-5,981.05	0.00	0.00	0.00	0.00	-5,981.05
487 Southdale Farms Sixth Addition						
1130 General Checking-Starion	0.00	0.00	0.00	0.00	1,692.50	-1,692.50
501 Water Fund						
1130 General Checking-Starion	-1,429,503.70	30,894.62	0.00	93.84	29,395.37	-1,428,098.29
502 Sewer Fund						
1130 General Checking-Starion	264,132.99	36,932.85	277.81	33.80	34,835.74	266,474.11
503 Solid Waste Fund						
1130 General Checking-Starion	44,888.65	38,219.28	859.08	40.10	33,599.93	50,326.98
509 Water Reserve Fund						
1130 General Checking-Starion	40,000.00	0.00	0.00	0.00	0.00	40,000.00
510 Sewer Reserve Fund						
1130 General Checking-Starion	195,000.00	0.00	0.00	0.00	0.00	195,000.00
710 Payroll Clearing Fund						
1130 General Checking-Starion	-8,277.94	0.00	141,557.76	136,923.02	0.00	-3,643.20
730 Claims Clearing Fund						
1130 General Checking-Starion	116,865.94	0.00	4,416,974.57	0.00	0.00	4,533,840.51
Totals	57,819,664.46	775,461.49	4,560,264.81	137,110.26	4,560,264.81	58,458,015.69

\*\*\* Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.



# City of Horace

Horace, North Dakota  
Income Statement Summarized

April-23

un-audited

Fund #	Fund Name	Beginning Balance 04/01/23	Received	Transfers In	Transfers Out	Disbursed	Change (This Month)	Ending Balance 4/30/23
100	General	2,035,052.24	149,321.25	-	156,889.69	15.00	(7,583.44)	2,027,468.80
201	Highway Fund	113,640.55	13,549.37	407.88	25,177.71	-	(11,220.46)	102,420.09
210	Bean Days	(2,102.01)	-	-	-	-	-	(2,102.01)
215	Equipment Reserve	448,401.27	-	-	36,724.00	-	(36,724.00)	411,677.27
220	Sales Tax	3,182,623.81	85,821.07	-	4,678.50	-	81,142.57	3,263,766.38
230	Vector	74,904.81	3,888.52	132.49	-	3.00	4,018.01	78,922.82
231	Forestry	50,859.55	3,349.52	55.22	-	1.50	3,403.24	54,262.79
400	Public Facilities	3,447,374.85	-	-	-	-	-	3,447,374.85
501	Water Fund	(1,429,503.70)	30,894.62	-	29,395.37	93.84	1,405.41	(1,428,098.29)
502	Sewer Fund	264,132.99	36,932.85	277.81	34,835.74	33.80	2,341.12	266,474.11
503	Solid Waste	44,888.65	38,219.28	859.08	33,599.93	40.10	5,438.33	50,326.98

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CITY OF HORACE  
Combined Check Register  
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Payroll

Check #	Check		Vendor/Employee/Payee Number/Name	Check Amount	Date		Notes
	Type				Period	Issued	
-88076	Pay P		27 Keith Asheim	2240.83	4/23	04/14/23	
-88075	Pay P		7 Adam Carpenter	2545.70	4/23	04/14/23	
-88074	Pay P		39 Jace Hellman	2716.53	4/23	04/14/23	
-88073	Pay P		3 Brenton Holper	3304.25	4/23	04/14/23	
-88072	Pay P		43 Richard Kaufmann	2365.73	4/23	04/14/23	
-88071	Pay P		34 Jesse Knutson	1839.49	4/23	04/14/23	
-88070	Pay P		41 Joel Luing	2430.50	4/23	04/14/23	
-88069	Pay P		10 Mark Malmberg	1586.44	4/23	04/14/23	
-88068	Pay P		29 Caleb Nolte	1726.30	4/23	04/14/23	
-88067	Pay P		28 Roberta Pacht	1803.09	4/23	04/14/23	
-88066	Pay P		9 Todd Pillen	1898.88	4/23	04/14/23	
-88065	Pay P		45 Josh Sherer	1890.64	4/23	04/14/23	
-88064	Pay P		8 Doug Sletten	2281.88	4/23	04/14/23	
-88063	Pay P		46 Matthew Voltz	2800.90	4/23	04/14/23	
-88062	Pay P		40 Michael Woytassek	1723.50	4/23	04/14/23	
-88061	Pay P	FIT	EFTPS	10849.08	4/23	04/14/23	
-88060	Pay P	MN SIT	MN DEPARTMENT OF REVENUE	162.00	4/23	04/14/23	
-88059	Pay P	457(B) PRE-TAX	NATIONWIDE	5418.86	4/23	04/14/23	
-88058	Pay P	LIFE AD&D-UNUM	FIRST UNUM LIFE INSURANC	720.74	4/23	04/28/23	
-88057	Pay P	DENTAL	BLUE CROSS BLUE SHIELD O	16763.26	4/23	04/28/23	
-88056	Pay P		27 Keith Asheim	2370.58	4/23	04/28/23	
-88055	Pay P		18 Amy Beaton	554.10	4/23	04/28/23	
-88054	Pay P		35 Naomi Burkland	1655.20	4/23	04/28/23	
-88053	Pay P		7 Adam Carpenter	2734.53	4/23	04/28/23	
-88052	Pay P		24 Jessica Chomitzky	1107.69	4/23	04/28/23	
-88051	Pay P		48 Paul Hankel	984.18	4/23	04/28/23	
-88050	Pay P		39 Jace Hellman	2716.53	4/23	04/28/23	
-88049	Pay P		20 Julie Hochhalter	554.10	4/23	04/28/23	
-88048	Pay P		3 Brenton Holper	3304.25	4/23	04/28/23	
-88047	Pay P		43 Richard Kaufmann	2145.93	4/23	04/28/23	
-88046	Pay P		34 Jesse Knutson	1743.41	4/23	04/28/23	
-88045	Pay P		44 Stephanie Landstrom	1655.20	4/23	04/28/23	
-88044	Pay P		41 Joel Luing	2430.50	4/23	04/28/23	
-88043	Pay P		10 Mark Malmberg	2045.47	4/23	04/28/23	
-88042	Pay P		29 Caleb Nolte	1732.97	4/23	04/28/23	
-88041	Pay P		28 Roberta Pacht	1766.46	4/23	04/28/23	
-88040	Pay P		11 Kory Peterson	2930.18	4/23	04/28/23	
-88039	Pay P		9 Todd Pillen	2112.26	4/23	04/28/23	
-88038	Pay P		15 Russell Sahr	588.73	4/23	04/28/23	
-88037	Pay P		45 Josh Sherer	1769.35	4/23	04/28/23	
-88036	Pay P		8 Doug Sletten	2486.19	4/23	04/28/23	
-88035	Pay P		47 Jennifer South	1475.41	4/23	04/28/23	
-88034	Pay P		32 Jeffrey Trudeau	1655.20	4/23	04/28/23	
-88033	Pay P		31 Sarah Veit	1645.36	4/23	04/28/23	
-88032	Pay P		46 Matthew Voltz	2800.90	4/23	04/28/23	
-88031	Pay P		36 Douglas Wendel	553.85	4/23	04/28/23	
-88030	Pay P		40 Michael Woytassek	1764.90	4/23	04/28/23	
-88029	Pay P	FIT	EFTPS	14581.81	4/23	04/28/23	

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH  
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

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Payroll

Check #	Check		Vendor/Employee/Payee Number/Name	Check Amount	Date		Notes
	Type				Period	Issued	
-88028	Pay P	457(B)	PRE-TAX NATIONWIDE	5827.18	4/23	04/28/23	
-88027	Pay P	MN SIT	MN DEPARTMENT OF REVENUE	162.00	4/23	05/01/23	
14314*	Clm SC	999999	WEST WESTERN NATIONAL	50.00	4/23	04/04/23	
14315	Clm SC	272	BUSINESS ESSENTIALS	162.71	4/23	04/04/23	
14316	Clm SC	42	CASS COUNTY ELECTRIC	7531.52	4/23	04/04/23	
14317	Clm SC	49	CASS RURAL WATER USERS	131.92	4/23	04/04/23	
14318	Clm SC	55	CINTAS	124.11	4/23	04/04/23	
14319	Clm SC	56	CITY OF FARGO	140.00	4/23	04/04/23	
14320	Clm SC	457	DRN READITECH	1615.23	4/23	04/04/23	
14321	Clm SC	88	FASTENAL	162.25	4/23	04/04/23	
14322	Clm SC	478	FERGUSON ENTERPRISES LLC #3326	2975.96	4/23	04/04/23	
14323	Clm SC	375	HORACE FIRE DISTRICT	3355.15	4/23	04/04/23	
14324	Clm SC	105	HORACE PARK DISTRICT	2455.15	4/23	04/04/23	
14325	Clm SC	106	HORACE SENIOR CENTER	200.00	4/23	04/04/23	
14326	Clm SC	116	INTERSTATE ENGINEERING	516169.17	4/23	04/04/23	
14327	Clm SC	507	Jesse Knutson	147.50	4/23	04/04/23	
14328	Clm SC	358	KEITH ASHEIM	147.50	4/23	04/04/23	
14329	Clm SC	579	LOCATORS & SUPPLIES, Inc	2992.87	4/23	04/04/23	
14330	Clm SC	145	MARCO TECHNOLOGIES LLC	422.24	4/23	04/04/23	
14331	Clm SC	365	MIDWEST INSPECTION SERVICES	2520.00	4/23	04/04/23	
14332	Clm SC	181	OHNSTAD TWICHELL PC	13363.48	4/23	04/04/23	
14333	Clm SC	182	ONE CALL CONCEPTS	158.05	4/23	04/04/23	
14334	Clm SC	188	PETRO SERVE USA	2092.82	4/23	04/04/23	
14335	Clm SC	581	SIGN SOLUTIONS	4180.50	4/23	04/04/23	
14336	Clm SC	219	STARION BOND SERVICES	2644085.00	4/23	04/04/23	
14337	Clm SC	227	SWANSTON EQUIPMENT	0.00	4/23	04/04/23	
14338	Clm SC	133	KPH, INC	1040080.41	4/23	04/10/23	
14339	Clm SC	16	AMERICAN WELDING & GAS, INC.	191.55	4/23	04/18/23	
14340	Clm SC	31	BLACK MOUNTAIN SOFTWARE	14097.00	4/23	04/18/23	
14341	Clm SC	272	BUSINESS ESSENTIALS	20.10	4/23	04/18/23	
14342	Clm SC	42	CASS COUNTY ELECTRIC	8231.84	4/23	04/18/23	
14343	Clm SC	51	CENTURY LINK	157.56	4/23	04/18/23	
14344	Clm SC	56	CITY OF FARGO	160.00	4/23	04/18/23	
14345	Clm SC	374	CITY OF FARGO - UTILITY	7593.00	4/23	04/18/23	
14346	Clm SC	613	F-S MANUFACTURING	318.46	4/23	04/18/23	
14347	Clm SC	93	FORUM COMMUNICATIONS	1723.41	4/23	04/18/23	
14348	Clm SC	101	HAWKINS INC	657.76	4/23	04/18/23	
14349	Clm SC	612	INFINITE DATA LLC	3000.00	4/23	04/18/23	
14350	Clm SC	116	INTERSTATE ENGINEERING	58684.61	4/23	04/18/23	
14351	Clm SC	182	ONE CALL CONCEPTS	31.20	4/23	04/18/23	
14352	Clm SC	188	PETRO SERVE USA	1401.89	4/23	04/18/23	
14353	Clm SC	281	PREMIUM WATERS, INC.	127.79	4/23	04/18/23	
14354	Clm SC	468	SANTANDER BANK, NA	36724.00	4/23	04/18/23	
14355	Clm SC	227	SWANSTON EQUIPMENT	471.80	4/23	04/18/23	
14356	Clm SC	229	SWEENEY CONTROLS CO	2295.00	4/23	04/18/23	
14357	Clm SC	242	TRUNORTH DYNAMICS	149.00	4/23	04/18/23	
14358	Clm SC	568	Valli Information Systems, Inc	100.00	4/23	04/18/23	
14359	Clm SC	253	VERIZON	682.61	4/23	04/18/23	

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH  
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)



05/11/23  
12: 11: 03

CITY OF HORACE  
Combined Check Register  
For the Accounting Period: 4/23

Page: 3 of 3  
Report ID: W100X1

Claims

Check #	Check		Vendor/Employee/Payee Number/Name	Check Amount	Date		Notes
	Type				Period	Issued	
14360	Clm SC	257	WASTE MANAGEMENT Corp Servs Inc	33599.93	4/23	04/18/23	
14361	Clm SC	261	XCEL ENERGY	849.04	4/23	04/18/23	
14362	Clm SC	42	CASS COUNTY ELECTRIC	64.00	4/23	04/18/23	
14363	Clm SC	282	UNITED STATES POSTAL SERVICE	379.48	4/23	04/25/23	
14364	Pay V		Vendor not on File	0	/ 0	/ /	
14365	Pay P		CANCER POLICY USABLE LIFE - PREMIUM BI	130.92	4/23	05/01/23	
Grand Total # of Checks:			102	Total :	4554028.51	Total Claims	4416974.57
						Total Payroll	137053.94

Check Types: MC=Manual Claim, SC=System Claim, V=Void (never in system), E=ACH  
P=Payroll, C=Cancelled (cancelled in system), R=Reissued, D=Deleted (deleted in system)

## **2023 Mosquito Control Agreement City of Horace and Cass County Government**

This is an agreement to formalize the partnership for mosquito control between the City of Horace whose office is at 215 Park Drive East Horace, ND 58047 hereinafter CITY, and the Cass County Commission, whose office is at 211 Ninth Street, Fargo, North Dakota 58108. Mailing address is Box 2806 Fargo, ND 58108 hereinafter COUNTY.

### **THE PARTIES STIPULATE AND AGREE AS FOLLOWS:**

- 1) COUNTY agrees to provide mosquito control activities throughout the Vector Control District commensurate with the funding available. For the 2023 season, approximately \$789,967 in County funds has been designated for the Countywide Vector Program. County funds will be used within the City of Horace and in surrounding areas with the objective being to distribute services commensurate with revenue. Activities include, but are not limited to, treating water for larvae, spraying for adult mosquitoes, and public information activities.
- 2) In addition to services provided in paragraph 1, COUNTY employees will be utilized within and around the City of Horace for additional mosquito control activities. These activities include the use of off-highway vehicle for treatment of right of ways, treatment of larval mosquito habitat on all land within City of Horace, residual spraying for adult mosquitoes, and adult mosquito surveillance activities. The Vector Director will provide coordination of activities and employees. The Vector Director will work in cooperation with City of Horace officials to provide technical assistance as necessary.
- 3) Based upon a standard formula of \$1 per residential household per month, the CITY agrees to pay \$11604 on an annual basis to supplement the control efforts of COUNTY referred to in paragraph 2.
- 4) COUNTY will provide services within the predetermined "Extra-territorial" area for various mosquito control activities such as but not limited to: making applications of pesticides using off-highway vehicles, inspection of public and private property, and collection of mosquito traps for population monitoring.
- 5) CITY agrees to fund all the activities described in paragraph 4. Anticipated total cost of services defined in paragraph 4 are not to exceed \$8,000 from June 1st to AUGUST 31st in Horace ET. Additional service can be provided upon request of CITY if desired. COUNTY will provide updates to CITY at any time requested to monitor expenditures.
- 6) CITY agrees to fund all contract costs for aerial spraying within the City limits. The CITY will make the decision(s) to use or not use an aerial applicator. County will coordinate the spray operation upon the City's approval.
- 7) CITY agrees to fund the cost of city-wide evening truck mounted adult mosquito spraying at \$125.00 per application if requested by CITY. Estimate between 3 and 15 applications per season dependent upon conditions.

8) COUNTY agrees to assume all liability and agrees to indemnify and defend the CITY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the COUNTY in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of COUNTY, its employees or contractors and any part from which COUNTY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by COUNTY in furtherance of this agreement.

9) CITY agrees to assume all liability and agrees to indemnify and defend the COUNTY from all direct and indirect, present and future claims or causes of action, which in any way result from the activities of the City in completion of the tasks stated herein or may result from the decisions, recommendations, actions, omissions of actions or other errors on the part of CITY, its employees or contractors and any part from which CITY may obtain information or services for the completion of the same. This assumption of liability and agreement to hold harmless is intended to cover any present or future activities undertaken by CITY in furtherance of this agreement.

  
Chair, Cass County Commission:

Date: 05-01-23

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Mayor, City of Horace:

Date:

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### **Horace City Council Meeting Minutes**

The Horace City Council met on May 1, 2023 @ 6:00 pm at the Horace Fire Hall Event Center. Those present were Mayor Kory Peterson, Councilmembers Sarah Veit, Stephanie Landstrom, Naomi Burkland, and Jeff Trudeau. Others present included: Brenton Holper, City Administrator; Jim Dahlman, City Engineer; Matt Voltz, Finance Director; Paul Hankel, Communications Specialist; and Lukas Croaker, City Attorney.

Mayor Peterson called the meeting to order at 6:00 pm.  
The pledge of allegiance was recited.

### **Agenda Item #3: Approve Regular Agenda**

**Motion:** Approve the Regular Agenda with the Addition of Agenda Item #10c (Approval of Purchase Agreements) and Removal of Agenda Item #18 (Executive Session).

**1<sup>st</sup> Motion:** Councilmember Burkland

**2<sup>nd</sup> Motion:** Councilmember Veit

**Action taken:** All in favor, none opposed. Motion carried.

### **Agenda Item #4: Approve Consent Agenda**

- a. Vendor Invoices
- b. Pledge Reports
- c. Street Closure Request for Block Party on June 10, 2023,
  - i. Address: 5<sup>th</sup> St. E.
- d. Street Closure Request for Horace Elementary on May 19, 2023, from 8:00 am to 2:15 PM
  - i. Address: 50 Ironwood Dr.
- e. TAC-0009 (054) PCN 22943 – Horace CR 17 SHARED USE PATH PHASE 2
  - i. Final Estimate No. 4 to NDDOT
- f. Sewer, Storm, and Street Improvement District No. 2022-10 (Chestnut & Ironwood Rehabilitation)
  - i. Progressive Estimate No. 1 to Border States Paving Inc.
- g. Water, Sewer, Storm, and Street Improvement District No. 2022-11 (Cub Creek 2<sup>nd</sup> Addition)
  - i. Progressive Estimate No. 4 to KPH Inc.
- h. Water Improvement District No. 2020-7 (Connection to Cass Rural Water)
  - i. Progressive Estimate No. 6 to Key Contracting
- i. Lions Club Gaming License at Big Erv's
  - i. July 1, 2023, to June 30, 2024

Councilmember Trudeau inquired about tractor parts that were purchased. Mr. Holper responded that the City's snow blower for the tractor broke down during the winter and new parts were ordered. Councilmember Landstrom asked why the agenda was updated. Mr. Dahlman responded that one of the progressive estimates was not ready and was replaced by a progressive estimate that was ready to be presented. Mr. Holper added that some of the project numbers were revised to ensure correct recording.



**Motion:** Approve the Consent Agenda.

**1<sup>st</sup> Motion:** Councilmember Trudeau

**2<sup>nd</sup> Motion:** Councilmember Landstrom

**Action taken:** All in favor, none opposed. Motion carried.

**Agenda Item #5: Approval of City Council Special Meeting Minutes from April 11, 2023.**

**Motion:** Approve the April 11, 2023, City Council Special Meeting Minutes.

**1<sup>st</sup> Motion:** Councilmember Veit

**2<sup>nd</sup> Motion:** Councilmember Trudeau

**Action taken:** All in favor, none opposed. Motion carried.

**Agenda Item #6: Approval of City Council Meeting Minutes from April 17, 2023.**

**Motion:** Approve the April 17, 2023, City Council Meeting Minutes.

**1<sup>st</sup> Motion:** Councilmember Burkland

**2<sup>nd</sup> Motion:** Councilmember Landstrom

**Action taken:** All in favor, none opposed. Motion carried.

**Agenda Item #7: Public Comment**

Resident Bill Nelson asked who would be responsible for the water damage that was caused during the water line flushing event between April 24 and April 28. He added that a few residents experienced water damage because of water pressure influxes. Mr. Nelson also asked why the City's staff has not called him back, even though he requested a call back. Mr. Dahlman explained what the cause of the pressure influx might have been. The City Council requested the incident be investigated to determine whose responsibility the property damage would be and to continue to be in communication with the residents who were affected by the incident.

Resident Myron Cusey asked if the dust on Wall Avenue could be controlled early this year. He voiced concern about the safety of everyone who travels on that road.

**Agenda Item #8: Sheriff's Update | Craig Keller & Jake Murray, Cass County Sheriff's Department**

The next update will be presented during the May 15, 2023, City Council meeting.

**Agenda Item #9: Storm and Street ID No. 2022-3 (Wall Avenue - Sheyenne River to Cass County Highway 17) | Lukas Croaker, City Attorney**

Mr. Croaker explained that the City continues to receive signed purchase agreements from residents along Wall Avenue for the Storm and Street ID No. 2022-3 project. He added that staff have not been able to reach an agreement with a few owners. Mr. Croaker recommended starting the eminent domain proceedings so that the City would be able to start the improvement project. He asked that the City Council approve the following resolutions; the Resolution of Necessity and the Resolutions of Offer to Purchase for the Bauer, Nilson, and Wyffel properties. Mr. Croaker concluded that these residents would have until May 10<sup>th</sup> to accept the City's final offer as the City will deposit funds with the District Court after that date. .

**Motion:** Approve the Resolution of Necessity for Storm and Street ID No. 2022-3 (Wall Avenue - Sheyenne River to Cass County Highway 17).

**1<sup>st</sup> Motion:** Councilmember Trudeau

**2<sup>nd</sup> Motion:** Councilmember Veit

**Action taken:** All in favor, none opposed. Motion carried.



**Motion:** Approve the Resolutions of Offer to Purchase for Storm and Street ID No. 2022-3 (Wall Avenue - Sheyenne River to Cass County Highway 17) – Bauer, Nilson, and Wyffels. Delay Filing until May 10, 2023, and Direct Ohnstad Twichell to Deposit the Resolution Funds.

**1<sup>st</sup> Motion:** Councilmember Veit

**2<sup>nd</sup> Motion:** Councilmember Trudeau

**Action taken:** All in favor, none opposed. Motion carried.

**Agenda Item #10: Sanitary, Storm and Street Improvement District No. 2022-4 (Wall Avenue - Sheyenne Diversion to Sheyenne River) | Lukas Croaker, City Attorney**

Mr. Croaker explained that there were five property owners left who had not signed the needed purchase agreements yet. He recommended that the City Council approve the Resolution of Necessity and Resolutions of Offer to Purchase. A resident said that he would accept the offer the City made as long as the City would also pay for a 6-foot-tall maintenance-free fence, but that request was denied because the City had made their final offer which does not include fences for any property owners. Mr. Croaker asked that the City Council approve the following resolutions; the Resolution of Necessity and the Resolutions of Offer to Purchase for the Wallace, Koenig, Snelgrove, Snelgrove, and Pittenger properties. Mr. Croaker concluded that these residents would have until May 10<sup>th</sup> to accept the City's final offer as the City will deposit funds with the District Court after that date.

**Motion:** Approve the Resolution of Necessity for the Storm and Street ID No. 2022-4 (Wall Avenue - Sheyenne Diversion to Sheyenne River).

**1<sup>st</sup> Motion:** Councilmember Burkland

**2<sup>nd</sup> Motion:** Councilmember Veit

**Action taken:** All in favor, none opposed. Motion carried.

**Motion:** Approve the Resolutions of Offer to Purchase for Storm and Street ID No. 2022-4 (Wall Avenue - Sheyenne Diversion to Sheyenne River) – Wallace, Koenig, Snelgrove, Snelgrove, and Pittenger. Delay Filing until May 10, 2023, and Direct Ohnstad Twichell to Deposit the Resolution Funds.

**1<sup>st</sup> Motion:** Councilmember Trudeau

**2<sup>nd</sup> Motion:** Councilmember Burkland

**Action taken:** All in favor, none opposed. Motion carried.

**Agenda Item #10c: Purchase Agreements | Lukas Croaker, City Attorney**

Mr. Croaker explained that the Colvins accepted the City's purchase offer.

**Motion:** Approve the Purchase Agreement as Presented by Staff.

**1<sup>st</sup> Motion:** Councilmember Burkland

**2<sup>nd</sup> Motion:** Councilmember Landstrom

**Action taken:** All in favor, none opposed. Motion carried.

**Agenda Item # 11: TAC-0009(055) PCN 23241 & TAC-009(056) PCN 23242 Center Avenue Multi-Modal Improvements & CR17 Shared Use Path – Phase III | Jim Dahlman, City Engineer**

Mr. Dahlman explained that the North Dakota Department of Transportation (NDDOT) received bids from two contractors: Opp Construction LLC, and Northern Improvement, Co. for the Center Avenue Multi-Modal Improvements & CR17 Shared Use Path – Phase III projects. The lowest bidder was Opp Construction LLC of Grand Forks, ND with a bid of \$526,170.00. Mr. Dahlman recommended awarding the construction contract to Opp Construction, LLC in the amount of \$526,170.00. He added that these



are federally funded projects, with the local share being estimated at \$86,980.92 for the shared use path and \$13,359.72 for the Center Avenue improvements.

**Motion:** Award the TAC-0009(055) PCN 23241 & TAC-009(056) PCN 23242 Center Avenue Multi-Modal Improvements & CR17 Shared Use Path – Phase III to Opp Construction.

**1<sup>st</sup> Motion:** Councilmember Veit

**2<sup>nd</sup> Motion:** Councilmember Landstrom

**Action taken:** All in favor, none opposed. Motion carried.

**Agenda Item # 12: Water, Sewer, Storm, and Street Improvement District 2022-2 (Lost River 7<sup>th</sup> Addition) | Jim Dahlman, City Engineer**

Mr. Dahlman presented Change Order No. 4 for the Water, Sewer, Storm, and Street Improvement District 2022-2 (Lost River 7<sup>th</sup> Addition) project. He explained that when the project was bid out, there was a section of the project located in Drain 27's right-of-way, and a permit was needed. The United States Army Core of Engineers (USACE) did not review the 408-permit in a timely manner. The contractor will have to return to the project in the spring to install the construction items that were not completed in the permitted area. The bid items for storm, sewer pipe, flared end sections, and manholes with riprap shall be paid for under the planned contract.

**Motion:** Approve the Water, Sewer, Storm, and Street Improvement District 2022-2 (Lost River 7<sup>th</sup> Addition) Change Order No. 4.

**1<sup>st</sup> Motion:** Councilmember Trudeau

**2<sup>nd</sup> Motion:** Councilmember Landstrom

**Action taken:** All in favor, none opposed. Motion carried.

**Agenda Item # 13: Waste Management | Brenton Holper, City Administrator**

Mr. Holper introduced Nick Adair from Waste Management and added that Mr. Adair oversees the Waste Management operations in the area. Mr. Adair explained that Horace has grown so much that the drivers cannot complete the Thursday's route in one day anymore. Mr. Adair stated that Waste Management will be removing Thursday's service and adding Wednesday's service. Some Thursday customers (mainly east of County Road 17) will be receiving Tuesday service. The City's staff will announce the upcoming route and day change on social media, on the City's website, and in the monthly utility billing so that residents will be aware ahead of time. There was no action needed by the City Council. A resident asked if Waste Management will continue to recycle glass. Mr. Adair responded that Waste Management will continue to pick up and recycle glass. Mr. Holper asked for an update on the utility bill credit and Mr. Adair said that there will be a credit added to the next utility bill.

**Agenda Item # 14: FY 2023 Budget Amendment No. 1 – Forestry Fund/Boulevard Tree Program | Brenton Holper, City Administrator**

Mr. Holper presented the 2023 Budget Amendment No. 1. He summarized the City's Boulevard Tree program and explained that over 150 trees have been requested from residents so far. He added that the number of trees requested, and equipment rental costs were higher than expected. He asked that the City Council approve an increase of \$15,500 for the Tree Boulevard Program in the 2023 budget. The City Council discussed logistics on how to haul and plant the trees for residents.

**Motion:** Approve Budget Amendment No. 1 as Presented by Staff.

**1<sup>st</sup> Motion:** Councilmember Landstrom

**2<sup>nd</sup> Motion:** Councilmember Veit

**Action taken:** All in favor, none opposed. Motion carried.



**Agenda Item #15: Engineering/Public Works Report | Jim Dahlman, City Engineer**

Mr. Dahlman presented a construction update which included a summary of the progress of the incoming roundabout on 64<sup>th</sup> Avenue, the water projects, and the Wall Avenue project bid opening. The detour and emergency routes during the roundabout construction were also discussed.

**Agenda Item #16: City Administrator Report | Brenton Holper, City Administrator**

Mr. Holper gave a brief overview of the over-dimensional permitting progress. He also brought up the issue of the City's Fire Ordinance needing to be updated to include leaf burning regulations.

**Agenda Item #17: Portfolio Reports**

- a. Mayor Peterson had no update.
- b. Councilmember Veit had no update.
- c. Councilmember Burkland had no update.
- d. Councilmember Landstrom had no update.
- e. Councilmember Trudeau had no update.

**Agenda Item #18: Executive session held pursuant to N.D.C.C. § 44-04-19.1(9) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding contracts for the purchase of real property related to the Wall Ave Project.**

The item was removed from the agenda.

**Agenda Item #19: Adjourn**

**Motion:** Adjourn at 7:12 pm

**1<sup>st</sup> Motion:** Councilmember Burkland

**2<sup>nd</sup> Motion:** Councilmember Trudeau

**Action taken:** All in favor, none opposed. Motion carried.

The next City Council Meeting is scheduled for **Monday, June 3, 2023, at 6:00 pm**



# Memo

**To:** Horace City Council

**From:** City Staff

**cc:** Brenton Holper

**Date:** May 12, 2023

**Re:** Recall Election Timeline and Proposal

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On May 4<sup>th</sup>, 2023, a recall petition was certified, and initiated the election process for Councilmember Landstrom's seat. Shown below is the timeline of key dates associated with the recall election process.

- May 4<sup>th</sup> – Announcement of Recall Election
- May 4<sup>th</sup> – Announcement filed with Inforum Communications (official newspaper)
- May 10<sup>th</sup> – Recall announcement printed in Forum newspaper.
- May 15<sup>th</sup>, 4:00pm – The recalled city councilmember has until this date to resign, or they will be automatically placed on the recall ballot.
- June 13<sup>th</sup>, 4:00pm – The filing deadline for other candidates to be on the ballot.
- August 15<sup>th</sup>, 7:00am – 7:00pm – Recall election date

The City can administer the recall election or contract with Cass County Elections Department. The City held a recall election in 2021, which Cass County oversaw. At the time, the expenses came to \$7,666.70, but the County didn't charge Horace for the staff time they expended on the recall election.

The County provided a cost estimate of \$34,177.87 for the 2023 special election that includes staff time hours as well as additional expenses related to running the election. The County has indicated that the costs will likely be lower. Cass County would also be responsible for hiring and paying all election workers.

Due to the experience Cass County has compared to the City in conducting elections, staff recommends that Horace contracts with Cass County's Elections Department to administer the election.

### City Special Cost Estimate

\*Under the assumption there will be 1 polling location - No early vote

County Supplied - Expenses	Unit Price	Qty (Estimate)	Hours	Total	Note
<b>Ballots</b>					
Layout Charge	\$ 27.55	1		\$ 27.55	
Ballots	\$ 0.31	3,300		\$ 1,023.00	3277 Enter number of residents
ExpressVote Cards	\$ 0.25	800		\$ 200.00	
Coding Ballots	\$ 0.31	10		\$ 3.10	
Sample Ballots	\$ 0.31	10		\$ 3.10	
Test Ballots	\$ 0.31	10		\$ 3.10	
<b>Programming</b>					
Base Charge - Precinct Tabulator	\$ 393.75	1		\$ 393.75	
Base Charge - Central Tabulator	\$ 393.75	1		\$ 393.75	
Base Charge - Reporting DataBase	\$ 393.75	1		\$ 393.75	
Ballot Types - Tabulator	\$ 59.05	1		\$ 59.05	
Precincts - Tabulator	\$ 7.10	1		\$ 7.10	
Ballot Faces - Tabulator	\$ 12.60	1		\$ 12.60	
Contests/Issues - Tabulator	\$ 13.90	1		\$ 13.90	
Candidate/Responses - Tabulator	\$ 6.00	1		\$ 6.00	
Media Burn - Tabulator	\$ 12.50	4		\$ 50.00	
Audio Language Set-Up - ExpressVote	\$ 262.50	1		\$ 262.50	
Candidate Yes-No- ExpressVote	\$ 7.70	1		\$ 7.70	
Political Parties - ExpressVote	\$ 3.95	1		\$ 3.95	
Props/Amdends/Instructs - ExpressVote	\$ 15.75	1		\$ 15.75	
Ballot Faces - ExpressVote	\$ 11.80	1		\$ 11.80	
<b>Absentees</b>					
Envelopes	\$ 0.15	300		\$ 45.00	Plan for 300 absentee ballots
Mailing	\$ 1.20	300		\$ 360.00	Plan for 300 absentee ballots
<b>Election Staffing</b>					
Election Worker Training	\$ 15.34	5	3	\$ 230.10	
Election Day Salaries	\$ 15.34	5	12	\$ 920.40	Polling hours 7am-7pm
Absentee Salaries	\$ 15.34	5	2	\$ 153.40	
Canvass Board	\$ 15.34	3	1	\$ 46.02	
<b>News Publications/Legal Notices</b>					
Notice of Election	\$ 1,000.00	1		\$ 1,000.00	
Sample Ballot	\$ 2,000.00	1		\$ 2,000.00	
Abstract	\$ 3,000.00	1		\$ 3,000.00	
<b>Equipment Delivery</b>					
Movers	\$ 1,500.00	1		\$ 1,500.00	
<b>Set-Aside/Bags/Stickers</b>					
Envelopes	\$ 0.15	10		\$ 1.50	
Ballot Bags	\$ 2.00	10		\$ 20.00	
I Voted Stickers	\$ 5.00	2		\$ 10.00	
<b>County Employee Time</b>				\$ -	
Week 9 - 64 days prior to Election	\$ 50.00	1	40	\$ 2,000.00	
Week 8	\$ 50.00	1	40	\$ 2,000.00	
Week 7	\$ 50.00	1	40	\$ 2,000.00	
Week 6 - Absentee Ballots Available	\$ 50.00	1	40	\$ 2,000.00	
Week 5	\$ 50.00	1	40	\$ 2,000.00	
Week 4	\$ 50.00	1	40	\$ 2,000.00	
Week 3	\$ 50.00	1	40	\$ 2,000.00	
Week 2	\$ 50.00	1	40	\$ 2,000.00	
Week 1	\$ 50.00	1	40	\$ 2,000.00	
Week 0 - Election	\$ 50.00	1	40	\$ 2,000.00	
Post Election - through Canvass	\$ 50.00	1	40	\$ 2,000.00	
<b>TOTAL</b>				<b>\$ 34,177.87</b>	

#### County Supplied - No Expense

Voting Booths  
 Tabulation Equipment  
 ExpressVote  
 Poll Pads (e-pollbook)  
 Cradle Point (e-pollbook connectivity)  
 Sneeze Guards  
 Polling Location Signs  
 Pens  
 Magnifying Sheets  
 Extension Cords  
 Power Strips  
 Measuring Wheel  
 Ballot Transfer Boxes

#### City Supplied

Hand Sanitizer  
 Cleaning Supplies  
 IT Staff for setup, testing, and teardown of PollPads

**AMENDMENT NO. 1 TO  
IMPROVEMENT DISTRICT AGREEMENT  
DEER CREEK ESTATES ADDITION  
&  
DEER CREEK ESTATES SECOND ADDITION**

**THIS AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”), by and between HS Investments, LLC, a North Dakota limited liability company, whose principal address is 5302 – 51<sup>st</sup> Avenue South, Fargo, North Dakota 58104, (the “Developer”); and the City of Horace, a North Dakota political subdivision, whose principal address is 215 Park Drive East, Horace, North Dakota 58047 (the “City”).

**RECITALS**

**WHEREAS**, the Developer platted property to be known as Deer Creek Estates Addition and Deer Creek Estates Second Addition to the City of Horace, Cass County, North Dakota (the “Development”); and

**WHEREAS**, the Developer filed PETITIONS FOR IMPROVEMENTS for Deer Creek Estates Addition, dated July 29, 2021, and Deer Creek Estates Second Addition, dated March 15, 2022, requesting that the City create an improvement district to construct public improvements that will serve the residential and commercial lots in the Developments, including the extension of sanitary sewer, storm sewer, and water mains; installation of water and sewer services; installation of manholes, fire hydrants, and gate valves; installation of paved streets, sidewalks, curb, gutter, street lighting, water detention, and related appurtenances (the “Improvements”) in accordance with City of Horace specifications and in accordance with the final plats of Deer Creek Estates Addition and Deer Creek Estates Second Addition; and

**WHEREAS**, the City created WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2021-7 (the “Improvement District”) on September 20, 2021, and will contract for the Improvements to be constructed upon the property within said Improvement District, the cost of which will be assessed against the benefitted properties therein; and

**WHEREAS**, the parties approved the Improvement District Agreement (the “ID Agreement”), dated April 8, 2022, a copy of which is attached as **Exhibit A**, for the installation of the municipal improvements in the Improvement District; and

**WHEREAS**, the Developer desired not to commence construction during the 2022 construction season; and

**WHEREAS**, due to delayed project commencement, the City Engineer’s original OPINION OF PROBABLE CONSTRUCTION COST for the Improvements has changed based on 2023 construction prices, which results in an increase in the letter of credit required under the ID Agreement; and

**WHEREAS**, during additional review of the project plans and specifications, it was determined that a permit under Section 404 of the Clean Water Act (the “404 Permit”) is likely needed for the reconstruction of culverts that allow storm water drainage from the Development into the Sheyenne River; and

**WHEREAS**, if a 404 Permit is deemed necessary, the City Council desires to prohibit building permits from being issued for the Development until the work associated with the 404 Permit is completed and accepted in accordance with the approved permit due to the uncertainty as to the timing, receipt, and approval of the 404 Permit; and

**WHEREAS**, the parties desire to amend the ID Agreement to reflect these changes according to the terms and conditions described under this Amendment.

**NOW THEREFORE**, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

#### **AMENDMENT**

1. Section 4 of the ID Agreement is hereby deleted and replaced with the following:

- 4. Engineer's Opinion of Costs.** The ENGINEER'S OPINION OF PROBABLE PROJECT COST for the Improvements is **Seven Million Two Hundred Twenty-Five Thousand Dollars (\$7,225,000)**, attached as **Exhibit C**.

2. Section 5 of the ID Agreement is hereby deleted and replaced with the following:

- 5. Letter of Credit.** The Developer must file an irrevocable Letter of Credit effective for at least one (1) year with the City, in a form satisfactory to the City Attorney, in a total amount equal to sixty-five percent (65%) of the ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST for the Improvements which excludes soft costs such as engineering, legal, administration, and bond costs. The City Engineer's estimate of total cost to construct the Improvements, excluding soft costs such as engineering, legal, administration, and bond costs, is **Six Million Twenty Thousand Five Hundred Dollars (\$6,020,500)**. Therefore, the Letter of Credit must be in the total amount of **Three Million Nine Hundred Thirteen Thousand Three Hundred Twenty-Five Dollars (\$3,913,325)**. The Developer recognizes and acknowledges that the Letter of Credit must be filed before the City will award any contracts related to the Improvements. The City may only draw upon the Letter of Credit upon the conditions set forth in this Agreement.

It is a condition of the Letter of Credit that it will be deemed automatically extended for one (1) year from its original or future expiration dates unless, sixty (60) days prior to any expiration date, the bank issuing the Letter of Credit provides written notice to the Horace City Auditor, by registered or certified mail, that the bank elects not to renew the Letter of Credit for any additional period. The Developer will have until thirty (30) days prior to any expiration date to supply the City Auditor with a replacement Letter of Credit for one (1) year from the expiration date(s), meeting all the terms of this Agreement. Failure to renew, extend, or replace the Letter of Credit within thirty (30) days of its expiration will result in a default under this Agreement and the City Auditor will notify the bank of the default and order the draw of the entire balance of the Letter of Credit. Such funds received from the bank upon such a default will be held by the City, and if any

special assessments covered by this Agreement are delinquent, an amount of funds equal to the amount of the delinquent special assessments will be placed in the sinking funds for the Improvement District. The City will release to the Developer any such funds not placed into a sinking fund upon the filing with the City of a new Letter of Credit in a form and amount satisfactory to the City, or if a Letter of Credit is no longer required under the terms of this Agreement.

3. Section 15 of the ID Agreement is hereby deleted and replaced with the following:

**15. Storm Sewer Service.**

- a. Lots and streets will be graded to drain storm water towards drainage facilities along the property lines and drainage easements. The storm sewer system will be designed to accommodate a five (5) year storm event. All storm water in Deer Creek Estates Addition will flow to the storm water detention pond on Lot 1, Block 1, Deer Creek Estates Addition which is owned and operated by the City. All storm water in Deer Creek Estates Second Addition will flow to the storm water detention pond on Lot 2, Block 1, Deer Creek Estates Second Addition which is owned and operated by the City.
  - b. If a permit is required under Section 404 of the Clean Water Act (the “404 Permit”), building permits will not be issued in the Development until such time as the 404 Permit is approved and received and the work associated therewith for the reconstruction of culverts that allow storm water drainage from the Development into the Sheyenne River is accepted by the City and the permitting authority.
4. All other terms of the ID Agreement will remain in full force and effect, except as specifically modified by this Amendment to the ID Agreement.
  5. This Amendment may be signed in counterparts, meaning that this Amendment to the ID Agreement is valid if signed by both parties even if the signatures appear on separate copies of the same Amendment rather than on a single document.

**IN WITNESS WHEREOF**, the parties have signed this Amendment on the dates written below.

*[Signatures contained on the following pages.]*

**CITY:**

City of Horace, North Dakota

---

Kory Peterson, Mayor

***Attest:***

---

Brenton Holper, City Auditor

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS                     )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Kory Peterson and Brenton Holper, the Mayor and City Auditor, respectively, of and on behalf of the City of Horace, North Dakota.

(SEAL)

---

Notary Public, Cass County, ND

***[Signatures continue on the following page.]***

**DEVELOPER:**  
HS Investments, LLC

\_\_\_\_\_  
Matthew Hauff, President

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS             )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Matthew Hauff, the President of and on behalf of HS Investments, LLC, a North Dakota limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public, Cass County, ND

**EXHIBIT A**

**IMPROVEMENT DISTRICT AGREEMENT  
DEER CREEK ESTATES ADDITION  
&  
DEER CREEK ESTATES SECOND ADDITION**



## **IMPROVEMENT DISTRICT AGREEMENT**

### **DEER CREEK ESTATES ADDITION & DEER CREEK ESTATES SECOND ADDITION**

**THIS AGREEMENT** is made and entered into this 8th day of April, 2022 (the “Effective Date”), by and between HS Investments, LLC, a North Dakota limited liability company, whose principal address is 5302 – 51<sup>st</sup> Avenue South, Fargo, North Dakota 58104, (the “Developer”); and the City of Horace, a North Dakota political subdivision, whose principal address is 215 Park Drive East, Horace, North Dakota 58047 (the “City”).

### **RECITALS**

**WHEREAS**, the Developer platted property to be known as Deer Creek Estates Addition and Deer Creek Estates Second Addition, to the City of Horace, Cass County, North Dakota (the “Developments”); and

**WHEREAS**, the Developer filed PETITIONS FOR IMPROVEMENTS for Deer Creek Estates Addition, dated July 29, 2021, and Deer Creek Estates Second Addition, dated March 15, 2022, attached as **Exhibit A**, requesting that the City create an improvement district to construct public improvements that will serve the residential and commercial lots in the Developments, including the extension of sanitary sewer, storm sewer, and water mains; installation of water and sewer services; installation of manholes, fire hydrants, and gate valves; installation of paved streets, sidewalks, curb, gutter, street lighting, water detention, and related appurtenances (the “Improvements”) in accordance with City of Horace specifications and in accordance with the final plats of Deer Creek Estates Addition and Deer Creek Estates Second Addition; and

**WHEREAS**, the City created WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2021-7 (the “Improvement District”) on September 20, 2021, and will contract for the Improvements to be constructed upon the property within said Improvement District, the cost of which will be assessed against the benefitted properties therein; and

**WHEREAS**, the City desires to place itself in a more secure position relating to the collection of special assessments against said property; and

**WHEREAS**, the Developer desires to induce the City to proceed with construction of the Improvements in the Improvement District.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

1. **Purpose.** The purpose of this Agreement is to outline the parties' rights and responsibilities related to the Developments and the installation of the Improvements in the Developments.
2. **Property.** The property covered by this Agreement are the Developments, which are legally described as follows:

Deer Creek Estates Addition part of the SW ¼ of the SW ¼ of Section 5,  
Township 138 North, Range 49 West of the Fifth Principal Meridian to the  
City of Horace, Cass County, North Dakota.

AND

Deer Creek Estates Second Addition part of the SW ¼ of Section 5,  
Township 138 North, Range 49 West of the Fifth Principal Meridian to the  
City of Horace, Cass County, North Dakota.

3. **City's Obligations.** The City created WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2021-7 and has or will contract for the Improvements to be constructed upon the Developments and assess the cost of the project against the benefitted property within the Improvement District. A boundary map of the Improvement District is attached as **Exhibit B.** A contract will not be entered into by the City until this Agreement has been executed and the Letter of Credit discussed below is filed with the City Auditor.
4. **Engineer's Opinion of Costs.** The ENGINEER'S OPINION OF PROBABLE PROJECT COST for the Improvements is **Six Million One Hundred Six Thousand Dollars (\$6,106,000)**, attached as **Exhibit C.**
5. **Letter of Credit.** The Developer must file an irrevocable Letter of Credit effective for at least one (1) year with the City, in a form satisfactory to the City Attorney, in a total amount equal to sixty-five percent (65%) of the ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST for the Improvements which excludes soft costs such as engineering, legal, administration, and bond costs. The City Engineer's estimate of total cost to construct the Improvements, excluding soft costs such as engineering, legal, administration, and bond costs, is **Five Million Eighty-Eight Thousand Dollars (\$5,088,000)**. Therefore, the Letter of Credit must be in the total amount of **Three Million Three Hundred Seven Thousand Two Hundred Dollars (\$3,307,200)**. The Developer recognizes and acknowledges that the Letter of Credit must be filed before the City will award any contracts related to the Improvements. The City may only draw upon the Letter of Credit upon the conditions set forth in this Agreement.

It is a condition of the Letter of Credit that it will be deemed automatically extended for one (1) year from its original or future expiration dates unless, sixty (60) days prior to any expiration date, the bank issuing the Letter of Credit provides written notice to the Horace City Auditor, by registered or certified mail, that the bank elects not to renew the Letter of Credit for any additional period. The Developer will have until thirty (30) days prior to

any expiration date to supply the City Auditor with a replacement Letter of Credit for one (1) year from the expiration date(s), meeting all the terms of this Agreement. Failure to renew, extend, or replace the Letter of Credit within thirty (30) days of its expiration will result in a default under this Agreement and the City Auditor will notify the bank of the default and order the draw of the entire balance of the Letter of Credit. Such funds received from the bank upon such a default will be held by the City, and if any special assessments covered by this Agreement are delinquent, an amount of funds equal to the amount of the delinquent special assessments will be placed in the sinking funds for the Improvement District. The City will release to the Developer any such funds not placed into a sinking fund upon the filing with the City of a new Letter of Credit in a form and amount satisfactory to the City, or if a Letter of Credit is no longer required under the terms of this Agreement.

6. **Default of Special Assessments.** The Developer agrees that, pursuant to this Agreement, the special assessments on all lots covered by this Agreement and which have not been “Developed,” must be kept from being “In Default.”

- a. For purposes of this Agreement, the term “Developed” means that a structure for which a building permit has been granted by the City has been constructed on the lot. The sale, tax sale, transfer, or other disposition of any lot covered by this Agreement shall have no effect on the obligation of the Letter of Credit.
- b. For purposes of this Agreement, “In Default” means that all special assessments on lots covered by this Agreement that have not been Developed must not become three (3) years delinquent. An assessment becomes “one (1) year delinquent” if it is not paid by March 2 of the year following the year in which the assessment was levied. The entire three (3) years of unpaid special assessments are deemed In Default when any property becomes three (3) years delinquent.

7. **Notice of Default.** The parties agree that if special assessments on any lots covered by this Agreement that have not been Developed are not paid, causing the Development(s) to be In Default, the City Auditor will give written notice to the Developer of the lots covered by this Agreement for which special assessments were not paid by March 2, causing the lots to become In Default. The City Auditor will notify the Developer that if the delinquent special assessments are not paid within fourteen (14) days of the mailing of the notice, the City Auditor will give the issuing bank of the Letter of Credit a written demand for payment to the City pursuant to the Letter of Credit in an amount sufficient to satisfy the deficiency.

8. **Disbursements.** The City, upon receipt of funds from the bank pursuant to this Agreement, will place those funds into the sinking fund of the Improvement District. The City will not apply those sums to pay special assessments on any property covered by this Agreement but will use the funds to pay principal and interest payments on outstanding bonds for the Improvement District. If the principal amount of delinquent special assessments is subsequently paid to the County by the Developer, or subsequent owner, the City, upon receipt from the County of those funds, will transfer them to the bank. If a lot covered by this Agreement comes back to the City for failure to pay special assessments, upon the sale of that property by the City, the proceeds of the sale will be applied in the following order:

- a. To the sinking fund of WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2021-7 to cover any deficiencies in the sinking fund for lots covered by this Agreement which have come back to the City;
  - b. To the City to cover its reasonable costs and expenses, including attorney's fees, incurred by the City in marketing and selling the lot;
  - c. To the bank to the extent necessary to reimburse the bank for the amount of funds paid as a result of the Letter of Credit as a result of delinquent specials on the lot sold; and
  - d. To the general fund of the City.
9. **Developer's Obligation.** The Developer agrees that the Letter of Credit issued pursuant to this Agreement is to be used to secure payment of special assessments which are In Default on any lots covered by this Agreement. The Developer's obligation to pay special assessments on a lot is only extinguished when that lot is Developed, or when all special assessments for that lot, certified or uncertified, for this Improvement District are paid. The sale, tax sale, transfer, or other disposition of any lot covered by this Agreement will have no effect on the obligation of the Letter of Credit to pay special assessments which are not current.
10. **Principal Reduction.** The bank issuing the Letter of Credit is authorized to reduce the principal amount of the Letter of Credit issued hereunder upon written notice signed by the City Auditor and the Developer. The City Auditor, upon request of the Developer, will give written notice to the bank to reduce the principal amount of the Letter of Credit for the special assessments attributable to all Developed lots. In addition, the City Auditor, upon request of the Developer, will give written notice to the bank to reduce the principal amount of the Letter of Credit when the amount of unpaid special assessments, whether certified or uncertified, for the lots which are not Developed are less than the principal amount in the Letter of Credit so that the amount of the unpaid special assessments, whether certified or uncertified, against the lots which are not Developed and the principal amount to remain secured by the Letter of Credit are equal. The reduction of the principal amount in the Letter of Credit pursuant to this paragraph is only required to be made by the City Auditor once in each six (6) month period. At the time eighty-five percent (85%) of the lots are Developed, or at the time the amount of unpaid specials, whether certified or not, on lots which are not Developed becomes fifteen percent (15%) or lower of the costs of the Improvements, whichever occurs first, the City Auditor will, upon the request of the Developer, immediately give written notice to the bank to release the Letter of Credit.
11. **Design Engineering Fees.** At its meeting on May 3, 2021, the City Council authorized developers in the City to include design engineering fees in the cost of the improvements. Therefore, the Developer is authorized to include any design engineering fees it may have into the cost of the Improvements. The City's Engineer maintains authority for reviewing and approving the Developer's design engineering and may, in his sole discretion, revise the designs provided by the Developer.

12. **Land Dedication.** The Developer agrees to contribute **Fifty-One Thousand Five Hundred Fifty-Three and 26/100ths Dollars (\$51,553.26)** as payment in-lieu-of land dedication for Deer Creek Estates Addition and **Two Hundred Six Thousand Four Hundred Seventy-Four and 40/100ths Dollars (\$206,474.40)** as payment in-lieu-of land dedication for Deer Creek Estates Second Addition to satisfy the land dedication requirements in accordance with City Ordinance Section 17.8.10. These amounts are evidenced in recommendation letters from the Horace Park District, attached as **Exhibit D.** This payment in-lieu-of land dedication will be held by the City in a separate fund for public recreation improvements that benefit the Developments which may be requested and used by the Horace Park District.
13. **Water Service.** Water service for the Developments will be provided by Cass Rural Water District. The City will include water infrastructure in the construction contract for the Improvements. Cass Rural Water District will then create an improvement district and bond for the water improvements. Upon installation of the water improvements, Cass Rural Water District will assess the costs of the water infrastructure to the Developments. The Developer is responsible for obtaining a fully executed developer's agreement with Cass Rural Water District and presenting it to the City for review. The City will not award the construction contract for the Improvements until the Developer obtains a fully executed developer's agreement with Cass Rural Water District.
14. **Wastewater Service.** Wastewater service for the Developments will be provided by the City. Wastewater from the Developments will be collected and routed to an existing lift station and conveyed to the force main connecting the City to the City of Fargo at Deer Creek Addition. The City of Fargo will then treat the wastewater.
15. **Storm Sewer Service.** Lots and streets will be graded to drain storm water towards drainage facilities along the property lines and drainage easements. The storm sewer system will be designed to accommodate a five (5) year storm event. All storm water in Deer Creek Estates Addition will flow to the storm water detention pond on Lot 1, Block 1, Deer Creek Estates Addition which is owned and operated by the City. All storm water in Deer Creek Estates Second Addition will flow to the storm water detention pond on Lot 2, Block 1, Deer Creek Estates Second Addition which is owned and operated by the City.
16. **Privacy Fencing.** At its June 21, 2021, regular meeting, the City Council approved the plat of the Deer Creek Estates Addition with a condition that a privacy fence be installed on the north side of the entire Development. The privacy fence must be constructed with the Improvements and be six feet (6') in height.

At its February 22, 2022, regular meeting, the City Council approved the plat of the Deer Creek Estates Second Addition with a condition that a privacy fence be installed on the east side of the entire Development adjacent to 64<sup>th</sup> Avenue. The privacy fence must be constructed with the Improvements and be six feet (6') in height.
17. **Senior Living Community.** The Developer agrees that Deer Creek Estates Addition will be a senior living community with a proposed resident age of 55 plus.

18. **Landscaping Standard.** According to City Ordinance § 17.8.8(3), “[a]ll street boulevards are required to have boulevard trees unless the Code Administrator deems otherwise. Single family . . . properties are not required to meet proposed plant units for each lot, though they are encouraged to participate.” Therefore, boulevard trees are required to be planted in the Developments. The City encourages the installation of aesthetically pleasing landscaping, in addition to boulevard trees, in Deer Creek Estates Addition. The Developer is responsible for compliance with the landscaping standard as it applies to Lot 1, Block 1, Deer Creek Estates Second Addition, as it is zoned as C-3 General Commercial District which requires additional landscaping.
19. **Property Maintenance.** The Developer expressly agrees to maintain the Developments, including but not limited to, keeping the Developments mowed in accordance with City of Horace Ordinance Chapter 15-03. The Developer will be responsible for mowing and maintaining lots that have not been sold and all other areas in the Developments, excluding the storm sewer detention pond and public dedication lot. Failure of the Developer to maintain the Developments will result in the City maintaining the Developments and assessing the Developments for the costs of such maintenance. The Developer hereby grants the City permission to enter the Developments to perform necessary maintenance, as set forth in this paragraph. In addition, each time the City is required to maintain the Developments, the City may assess the actual costs of such maintenance to the Developer for failure to maintain such property.
20. **Indemnification.** The Developer agrees to release, defend, and hold the City, its employees, agents, contractors, and designees, harmless from any and all claims arising out of or related to the construction and installation of the Improvements or the sale of residential or commercial lots within the Developments. Said indemnification will include, inter alia, attorney’s fees, damages, whether punitive, economic, or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of the City’s, or its employees, agents, contractors, or designees, negligence or intentional acts. The Developer specifically agrees and acknowledges that this indemnification provision will survive until six (6) years after the sale of the final lot within the Developments.
21. **Notice.** All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties at the following addresses:

If to Developer:        HS Investments, LLC  
                                 5302 – 51<sup>st</sup> Avenue South  
                                 Fargo, North Dakota 58104

If to City:                City of Horace  
                                 Attn: City Auditor  
                                 P.O. Box 99  
                                 Horace, ND 58047

Notice will be deemed to be properly delivered (a) immediately upon being served personally, (b) five (5) days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

22. **Waiver.** The failure of the City to enforce any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require performance by the Developer or bank of any of the provisions hereof, will in no way be construed a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the City to thereafter enforce each and every such provision.
23. **Entire Agreement.** This Agreement, and any exhibits and amendments hereto, contains the entire and exclusive understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the parties, except as otherwise provided herein.
24. **Modification.** Any amendment or modification of this Agreement, or additional obligation assumed by any party in connection with this Agreement, will only be binding if evidenced in writing, signed by each party or an authorized representative of each party.
25. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.
26. **Severability.** In the event that any term, part, or provision of this Agreement is held to be invalid or unenforceable, all other terms, parts, and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable term, part, or provision severed from the remainder of this Agreement.
27. **Assignment.** The terms of this Agreement are hereby made binding upon the parties hereto, their successors and assigns, and no party under this Agreement may assign their interest in this Agreement to any other person or entity without the written consent of the other party.
28. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
29. **Representation.** Both parties represent and warrant to the other that the party executing this Agreement has the authority to do so knowing that the other party to this Agreement is acting in reliance upon such representation. The provisions of this section will survive the termination of this Agreement.
30. **Counterparts.** This Agreement may be executed in counterparts, meaning that the Agreement is valid if signed by each party even if the signatures of the parties appear on separate copies of the same agreement rather than on a single document.
31. **Effective Date.** This Agreement becomes effective on the date of the last signature appearing below.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on the dates written below.

**CITY:**

City of Horace, North Dakota

Date: April 4, 2022

  
Kory Peterson, Mayor

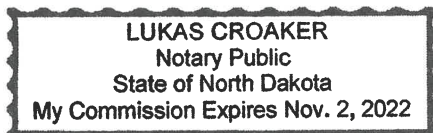
**Attest:**

Date: April 4, 2022

  
Brenton Holper, City Auditor

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS                     )

This instrument was acknowledged before me on April 4, 2022, by Kory Peterson and Brenton Holper, the Mayor and City Auditor, respectively, of and on behalf of the City of Horace, North Dakota.



(SEAL)

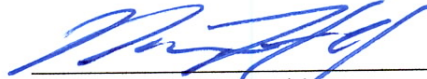
  
Notary Public, Cass County, ND

*[Signatures continue on the following page.]*




**DEVELOPER:**  
HS Investments, LLC

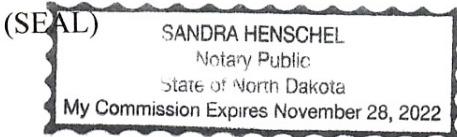
Date: April 8<sup>th</sup>, 2022

  
Matthew Hauff, President

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS                    )

This instrument was acknowledged before me on April 8<sup>th</sup>, 2022, by Matthew Hauff, the President of and on behalf of HS Investments, LLC, a North Dakota limited liability company.

  
Notary Public, Cass County, ND



## **EXHIBIT A**

### **PETITIONS FOR IMPROVEMENTS**

## PETITION FOR IMPROVEMENTS

I/ we, HS Investments, LLC/Matthew Hauff (the “Petitioner”), is the legal and equitable owner of the following described property, to-wit:

All of the lots in Deer Creek Estates Addition to the City of Horace, Cass County, North Dakota.  
(the “Property”).

The Petitioner hereby petitions the City of Horace, Cass County, North Dakota (the “City”), to create an improvement district for the purpose of constructing the following municipal improvements: Civil infrastructure that will serve the residential lots in the Deer Creek Estates Addition, including sanitary sewer, water main, storm sewer, roads, curb & gutter, fencing, and street lighting, in accordance with the City or Horace specifications and in accordance with the final plat of Deer Creek Estates Addition. (the “Improvements”).

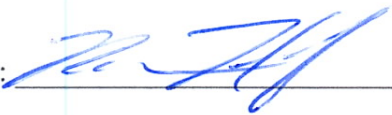
The Petitioner hereby requests that the City determine by resolution that a written petition for the Improvements signed by the owners of a majority of the area of the Property included within the district has been received and that the Resolution Declaring Work Necessary shall not be required for said improvement district.

The Petitioner hereby certifies that he/she is the legal and equitable owner(s) of the Property and has the authority to grant the City all necessary easements, rights of ways, fee simple, dedications, and other interests in the Property that may be required to complete the construction of the Improvements.

***The Petitioner agrees that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the entire cost of the Improvements against the Property and hereby agrees to pay the entire cost as levied and apportioned by the City.***

IN WITNESS WHEREOF, the Petitioner executed this Petition for Improvements on this  
29th day of July, 2021.

**PETITIONER:**

By: 

Its: President

This Petition for Improvements must be accompanied by evidence of ownership of the Property. Such evidence may include the following items: (a) title opinion; (b) O & E report; or (c) a copy of the vesting deed.

## PETITION FOR IMPROVEMENTS

I/ we, HS Investments, LLC/Matthew Hauff (the “Petitioner”), is the legal and equitable owner of the following described property, to-wit:

***All of the lots in Deer Creek Estates 2<sup>nd</sup> Addition to the City of Horace, Cass County, North Dakota.*** (the “Property”).

The Petitioner hereby petitions the City of Horace, Cass County, North Dakota (the “City”), to create an improvement district for the purpose of constructing the following municipal improvements: Civil infrastructure that will serve the residential lots in the Deer Creek Estates 2<sup>nd</sup> Addition, including sanitary sewer, water main, storm sewer, roads, curb & gutter, fencing, and street lighting, in accordance with the City of Horace specifications and in accordance with the final plat of Deer Creek Estates 2<sup>nd</sup> Addition. (the “Improvements”).

The Petitioner hereby requests that the City determine by resolution that a written petition for the Improvements signed by the owners of a majority of the area of the Property included within the district has been received and that the Resolution Declaring Work Necessary shall not be required for said improvement district.

The Petitioner hereby certifies that he/she is the legal and equitable owner(s) of the Property and has the authority to grant the City all necessary easements, rights of ways, fee simple, dedications, and other interests in the Property that may be required to complete the construction of the Improvements.

***The Petitioner agrees that pursuant to North Dakota Century Code Chapters 40-23 through 40-32 that the City shall assess the entire cost of the Improvements against the Property and hereby agrees to pay the entire cost as levied and apportioned by the City.***

IN WITNESS WHEREOF, the Petitioner executed this Petition for Improvements on this  
15<sup>th</sup> day of March, 2022.

**PETITIONER:**

By: 

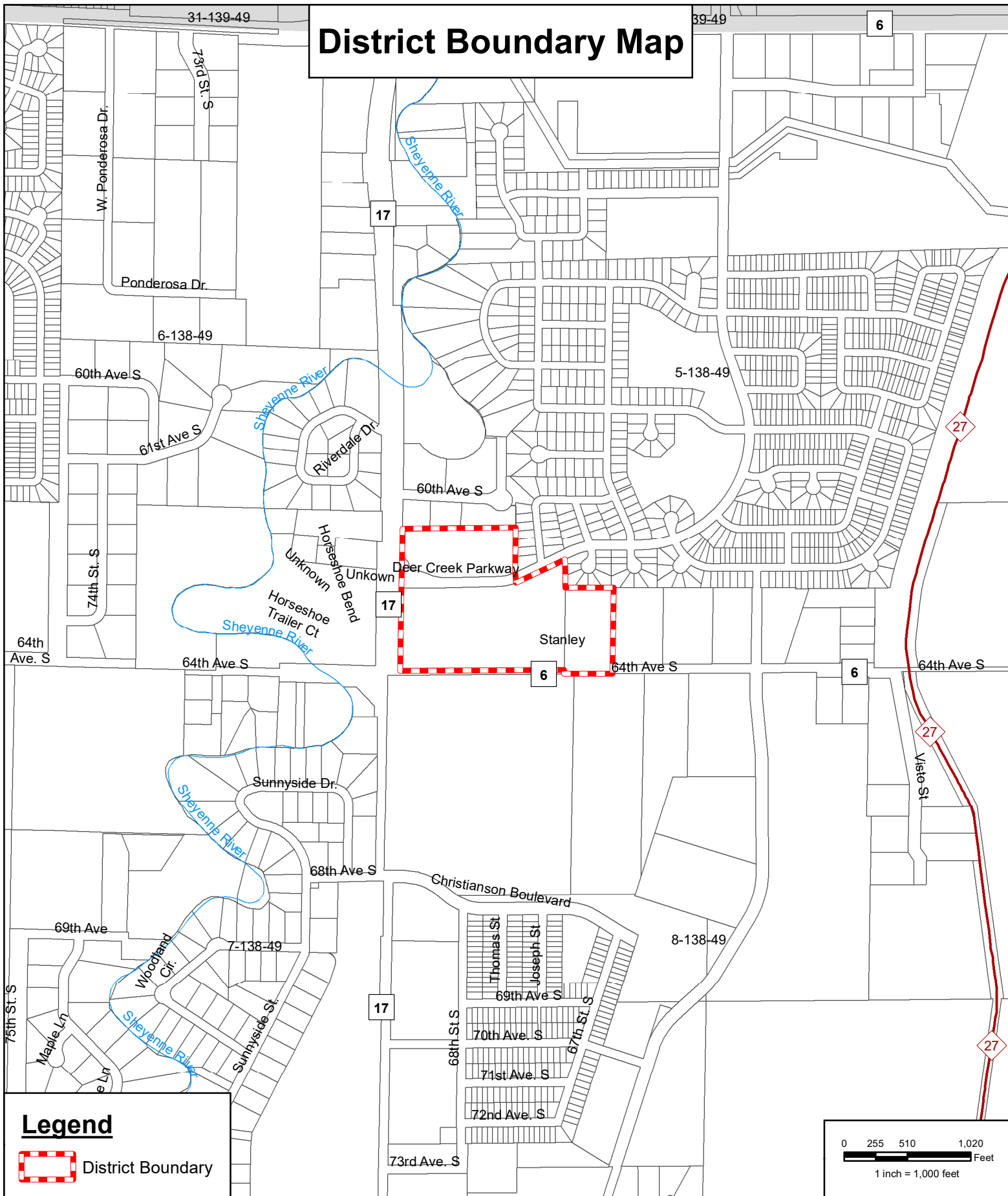
Its: President

This Petition for Improvements must be accompanied by evidence of ownership of the Property. Such evidence may include the following items: (a) title opinion; (b) O & E report; or (c) a copy of the vesting deed.

## **EXHIBIT B**

### **IMPROVEMENT DISTRICT BOUNDARY MAP**

# District Boundary Map



## Legend

 District Boundary

0 255 510 1,020  
Feet  
1 inch = 1,000 feet

Water, Sewer, Storm, and Street  
Improvement District 2021-7 (Deer Creek Estates)  
Horace, ND



User Name: Paul.Bervik Date Exported: 9/16/2021 3:57:52 PM Date Saved: 9/16/2021 3:57:05 PM  
Units: Foot Coordinate System: NAD 1983 2011 StatePlane North Dakota South FIPS 3302 Fti  
Document Path: Q:\2020\W20-3s\W2003103\W2003103.06 - Deer Creek Estates 2020 Version\GIS\2003103.06\_District Boundary.



## **EXHIBIT C**

### **ENGINEER'S ESTIMATE OF PROBABLE PROJECT COSTS**

# Water, Sewer, Storm and Street Improvement District No. 2021-7

## Deer Creek Estates Addition & Deer Creek Estates 2nd Addition

Horace, ND

Engineer's Opinion of Probable Cost - 03/01/2022

Lowry Engineering - 5306 51st Ave South Suite A Fargo, ND 58104

PH: 701.235.0199

### GENERAL WORK ITEMS

<u>No.</u>	<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
2	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
<b>TOTAL</b>					<b>\$ 30,000.00</b>

### DEMOLITION & REMOVAL ITEMS

<u>No.</u>	<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
3	Remove Ex. Asphalt	3,418	SY	\$ 5.00	\$ 17,090.00
4	Remove Ex. Concrete	45	SY	\$ 10.00	\$ 450.00
5	Remove Ex. Gravel	646	SY	\$ 2.50	\$ 1,615.00
6	Remove Ex. Curb & Gutter	107	LF	\$ 5.00	\$ 535.00
7	Remove Ex. 15" Culvert	29	LF	\$ 5.00	\$ 145.00
8	Remove Ex. 18" Culvert	38	LF	\$ 5.00	\$ 190.00
9	Remove Ex. 24" Culvert	113	LF	\$ 10.00	\$ 1,130.00
10	Remove Ex. 30" Culvert	20	LF	\$ 10.00	\$ 200.00
<b>TOTAL</b>					<b>\$ 21,355.00</b>

### EXCAVATION, EARTHWORK, FINISH GRADING AND EROSION CONTROL ITEMS

<u>No.</u>	<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
11	Topsoil Stripping & Spreading	33,301	CY	\$ 2.40	\$ 79,922.40
12	Common Excavation	17,034	CY	\$ 4.80	\$ 81,763.20
13	Import	84,883	CY	\$ 8.00	\$ 679,064.00
14	Seeding & Hydromulch	19,415	SY	\$ 0.80	\$ 15,532.00
15	Seeding & Strawmulch	75,578	SY	\$ 0.48	\$ 36,277.44
16	Seeding & Erosion Control Blanket	4,910	SY	\$ 1.80	\$ 8,838.00
17	Straw Wattle 9"	305	LF	\$ 2.76	\$ 841.80
18	Silt Fence	7,580	LF	\$ 2.58	\$ 19,556.40
19	Inlet Protection Device	48	EA	\$ 180.00	\$ 8,640.00
20	Vehicle Tracking Pad	2	EA	\$ 1,000.00	\$ 2,000.00
21	Rip-Rap	510	CY	\$ 108.00	\$ 55,080.00
<b>TOTAL</b>					<b>\$ 987,515.24</b>

### ROADWAY ITEMS

<u>No.</u>	<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
22	Subgrade Preparation	19,930	SY	\$ 1.80	\$ 35,874.00
23	Geotextile Fabric	19,930	SY	\$ 1.80	\$ 35,874.00
24	Aggregate Base	3,493	CY	\$ 48.00	\$ 167,664.00
25	Hot Bituminous Pavement - 4.5"	12,056	SY	\$ 19.20	\$ 231,475.20

26	Hot Bituminous Pavement - 6"	4,604	SY	\$	25.60	\$	117,862.40
27	Curb & Gutter - Highback Style	2,228	LF	\$	24.00	\$	53,472.00
28	Curb & Gutter - Mountable Style	6,243	LF	\$	24.00	\$	149,832.00
29	Drain Tile - 4" Perforated Schd 40 PVC	7,884	LF	\$	9.60	\$	75,686.40
30	Concrete Sidewalk - 4"	2,276	SY	\$	60.00	\$	136,560.00
31	Shared Use Path Concrete - 5"	812	SY	\$	75.00	\$	60,900.00
32	Concrete Pavement - 5"	1,291	SY	\$	75.00	\$	96,825.00
33	Concrete Driveway - 6"	231	SY	\$	90.00	\$	20,790.00
34	Signing	90	SF	\$	18.60	\$	1,674.00
35	Sign Post	105	LF	\$	37.80	\$	3,969.00
36	Residential Sump Pump Connection	81	EA	\$	360.00	\$	29,160.00
					<b>TOTAL</b>	\$	1,217,618.00

<u>No.</u>	<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
37	Sanitary Sewer - 10" PVC SDR-26	14	LF	\$ 96.00	\$ 1,344.00
38	Sanitary Sewer - 8" PVC SDR-26	2,218	LF	\$ 60.00	\$ 133,080.00
39	Sanitary Sewer - 8" PVC SDR-35	3,352	LF	\$ 42.00	\$ 140,784.00
40	Sanitary Sewer Service - 4" PVC SCH 40	4,354	LF	\$ 24.00	\$ 104,496.00
41	Standard Manhole	25	EA	\$ 6,600.00	\$ 165,000.00
42	Drop Manhole	1	EA	\$ 9,500.00	\$ 9,500.00
43	Service Connection	103	EA	\$ 480.00	\$ 49,440.00
44	Cleanout - 4"	4	EA	\$ 350.00	\$ 1,400.00
45	Connect to Ex. Stub	1	EA	\$ 500.00	\$ 500.00
				<b>TOTAL</b>	\$ 605,544.00

No.	Bid Item	Quantity	Unit	Unit Price	Total
46	Water Main - 8" PVC C900 - Installation by Open Trench	5,183	LF	\$ 42.00	\$ 217,686.00
47	Water Main - 8" PVC C900 - Installation by Boring	200	LF	\$ 84.00	\$ 16,800.00
48	Water Main - 6" PVC C900	468	LF	\$ 36.00	\$ 16,848.00
49	Water Service Line - 1" Poly	3,871	LF	\$ 15.00	\$ 58,065.00
50	Gate Valve & Box - 8"	13	EA	\$ 2,220.00	\$ 28,860.00
51	Gate Valve & Box - 6"	10	EA	\$ 1,680.00	\$ 16,800.00
52	Hydrant	10	EA	\$ 5,700.00	\$ 57,000.00
53	Water Service Connection	103	EA	\$ 325.00	\$ 33,475.00
54	Curb Stop & Box - 1"	103	EA	\$ 400.00	\$ 41,200.00
55	Connect To Existing Water Stub	1	EA	\$ 1,500.00	\$ 1,500.00
56	Live Tap Ex. Water Main	2	EA	\$ 2,500.00	\$ 5,000.00
	<b>TOTAL</b>				\$ 493,234.00

**STORM SEWER ITEMS**

<u>No.</u>	<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
57	8" Storm Conduit	83	LF	\$ 54.00	\$ 4,482.00
58	12" Storm Conduit	2810	LF	\$ 42.00	\$ 118,020.00
59	15" Storm Conduit	956	LF	\$ 44.40	\$ 42,446.40
60	18" Storm Conduit	1,470	LF	\$ 52.80	\$ 77,616.00
61	24" Storm Conduit	587	LF	\$ 63.60	\$ 37,333.20
62	27" Storm Conduit	207	LF	\$ 81.60	\$ 16,891.20
63	30" Storm Conduit	80	LF	\$ 91.20	\$ 7,296.00
64	36" Storm Conduit	27	LF	\$ 116.40	\$ 3,142.80
65	Flared End Section - 15"	1	EA	\$ 900.00	\$ 900.00
66	Flared End Section - 18"	3	EA	\$ 1,200.00	\$ 3,600.00
67	Flared End Section - 24"	4	EA	\$ 1,500.00	\$ 6,000.00
68	Flared End Section - 27"	1	EA	\$ 1,750.00	\$ 1,750.00
69	Flared End Section - 30"	1	EA	\$ 2,250.00	\$ 2,250.00
70	Flared End Section - 36"	1	EA	\$ 2,760.00	\$ 2,760.00
71	Manhole/Inlet - 27"	6	EA	\$ 1,800.00	\$ 10,800.00
72	Manhole/Inlet - 48"	20	EA	\$ 3,000.00	\$ 60,000.00
73	Manhole/Inlet - 60"	2	EA	\$ 4,560.00	\$ 9,120.00
74	Single Box Inlet	20	EA	\$ 2,700.00	\$ 54,000.00
75	Hydrodynamic Separator	1	EA	\$ 20,000.00	\$ 20,000.00
76	Lift Station & Control Panel	1	LS	\$ 75,000.00	\$ 75,000.00
<b>TOTAL</b>					<b>\$ 553,407.60</b>

**LANDSCAPING, ELECTRICAL, AND MISC. ITEMS**

<u>No.</u>	<u>Bid Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
77	Mail Box 8 Cluster Box Unit	3	EA	\$ 1,800.00	\$ 5,400.00
78	Mail Box 12 Cluster Box Unit	3	EA	\$ 2,000.00	\$ 6,000.00
79	Mail Box 16 Cluster Box Unit	3	EA	\$ 2,500.00	\$ 7,500.00
80	Fence	3,837	LF	\$ 88.00	\$ 337,656.00
81	Lighting & Electrical	1	LS	\$ 350,000.00	\$ 350,000.00
82	Landscaping & Amenities	1	LS	\$ 10,000.00	\$ 10,000.00
<b>TOTAL</b>					<b>\$ 716,556.00</b>

**SUBTOTAL: \$ 4,625,229.84**

~~Contingencies 0.00% \$ 46,270.60~~

~~**GRAND TOTAL: \$ 5,041,500.53**~~

Opinion of Probable Bid Cost: \$4,625,229.84  
Contingencies: \$462,770.16  
Opinion of Probable Construction Cost: \$5,088,000.00  
Engineering, Legal and Administrative: \$1,018,000.00  
Opinion of Probable Project Cost: \$6,106,000.00

## **EXHIBIT D**

HORACE PARK DISTRICT – LAND DEDICATION LETTERS



This recommendation letter serves as formal notice from the Horace Park District to the City Council of the City of Horace, North Dakota, that the Developer, ***HS Investments LLC***, for ***Deer Creek Estates Addition*** to the City of Horace, North Dakota, has met the requirements set forth in Section 17.8.10 of the Revised Ordinances of 2003 of the City of Horace, North Dakota, regarding park land dedication or payment in-lieu-of park land dedication for the entirety of the ***Deer Creek Estates*** development.

The Horace Park District has requested ***payment in-lieu-of park land dedication*** for the ***Deer Creek Estates Development***. The proposed ***dollar amount*** for ***Deer Creek Estates*** is ***Fifty-one Thousand Five Hundred Fifty-Three Dollars and 26/100 (\$51,553.26)***. The Horace Park District respectfully requests that the City Council approve this recommendation for the purpose of providing public uses and facilities for existing and future residents of the community.

Dated: July 27, 2020.

Horace Park District

A handwritten signature in blue ink, appearing to read 'Wade Frank', written over a horizontal line.

Wade Frank, President of the Horace Park District

\*Additional information: *The payment in lieu will be put towards the cost of park improvements in future additions to Deer Creek Estates.*



This recommendation letter serves as formal notice from the Horace Park District to the City Council of the City of Horace, North Dakota, that the Developer, ***HS Investments LLC***, for ***Deer Creek Estates Second Addition*** to the City of Horace, North Dakota, has met the requirements set forth in Section 17.8.10 of the Revised Ordinances of 2003 of the City of Horace, North Dakota, regarding park land dedication or payment in-lieu-of park land dedication for the ***Deer Creek Estates Second Addition***.

The Horace Park District has requested ***payment in-lieu-of park land dedication*** for the ***Deer Creek Estates Second Addition***. The proposed ***dollar amount*** for ***Deer Creek Estates Second Addition*** is ***Two Hundred-six Thousand Four Hundred Seventy-four Dollars and 40/100 (\$206,474.40)***. The Horace Park District respectfully requests that the City Council approve this recommendation for the purpose of providing public uses and facilities for existing and future residents of the community.

Dated: January 6, 2022.

Horace Park District

A handwritten signature in blue ink that reads 'Wade Frank'. The signature is written in a cursive, flowing style.

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Wade Frank, President of the Horace Park District

\* This letter supersedes the letter dated August 23, 2021. Additional information: *The payment in lieu will be put towards the cost of park improvements in Southdale Farms.*

**IMPROVEMENT DISTRICT AGREEMENT  
RIVER'S EDGE SECOND ADDITION**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), by and between Dabbert Custom Homes, LLC, a North Dakota limited liability company, whose principal address is 5522 36<sup>th</sup> Street South, Fargo, North Dakota 58104-6784; River's Edge Estates, LLC, a North Dakota limited liability company, whose principal address is 5522 36<sup>th</sup> Street South, Fargo, North Dakota 58104-6784 (collectively, the "Developer"); and the City of Horace, a North Dakota political subdivision, whose principal address is 215 Park Drive East, Horace, North Dakota 58047 (the "City").

**RECITALS**

**WHEREAS**, the Developer platted property known as River's Edge Second Addition, to the City of Horace, Cass County, North Dakota (the "Development"); and

**WHEREAS**, the Developer filed a PETITION FOR IMPROVEMENTS, dated February 15, 2022, attached as Exhibit A, requesting that the City create an improvement district to construct public improvements that will serve the regional and residential lots in the Development, including the extension of sanitary sewer, storm sewer, and water mains; installation of water and sewer services; installation of manholes, fire hydrants, and gate valves; installation of paved streets, sidewalks, curb, gutter, street lighting, water detention, and related appurtenances (the "Improvements") in accordance with City of Horace specifications and in accordance with the final plat of River's Edge Second Addition; and

**WHEREAS**, the City created WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2022-12 (the "Improvement District") on March 7, 2022, and will contract for the Improvements to be constructed upon the property within said Improvement District, the cost of which will be assessed against the benefitted properties therein; and

**WHEREAS**, the City desires to place itself in a more secure position relating to the collection of special assessments against said property; and

**WHEREAS**, the Developer desires to induce the City to proceed with construction of the Improvements in the Improvement District.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

1. **Purpose.** The purpose of this Agreement is to outline the parties' rights and responsibilities related to the Development and the installation of the Improvements in the Development.



2. **Property.** The property covered by this Agreement is the Development, and its respective improvement district, which is legally described as follows:

River's Edge Second Addition to the City of Horace, Cass County, North Dakota.

3. **City's Obligations.** The City created WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2022-12 and has or will contract for the Improvements to be constructed upon the Development and assess the cost of the project against the benefitted property within the Improvement District. A boundary map of the Improvement District is attached as **Exhibit B.** A contract will not be entered into by the City until this Agreement has been executed and the Letter of Credit discussed below is filed with the City Auditor.

4. **Improvements.** The Improvements are further identified as local improvements, regional improvements, and Cass Rural Water District improvements. The local improvements include: extension of sanitary sewer, storm sewer, and water mains; installation of water and sewer services; installation of manholes, fire hydrants, and gate valves; installation of paved streets, sidewalks, curb, gutter, street lighting, water detention, and related appurtenances (the "Local Improvements"). The regional improvements include: extension of the sanitary sewer, storm sewer, roadways, and the installation of a storm water pond (the "Regional Improvements"). The Cass Rural Water District improvements include the extension of water lines and related appurtenances (the "CRW Improvements"), collectively, the Improvements.

5. **Engineer's Opinion of Costs.** The ENGINEER'S OPINION OF PROBABLE PROJECT COST for the Improvements is **Twenty-One Million Five Hundred Fifty-Five Thousand Dollars (\$21,555,000)**, attached as **Exhibit C.** This includes:

- a. \$ \_\_\_\_\_ for Local Improvements;
- b. \$ \_\_\_\_\_ for Regional Improvements; and
- c. \$ \_\_\_\_\_ for CRW Improvements.

6. **Letter of Credit.** The Developer must file an irrevocable Letter of Credit effective for at least one (1) year with the City, in a form satisfactory to the City Attorney, in a total amount equal to sixty-five percent (65%) of the City Engineer's estimate to construct the Local Improvements and CRW Improvements which excludes soft costs such as engineering, legal, administration, and bond costs. The City Engineer's estimate of total cost to construct the Local Improvements and CRW Improvements, excluding soft costs such as engineering, legal, administration, and bond costs, is \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)**. Therefore, the Letter of Credit must be in the total amount of \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)**. The Developer recognizes and acknowledges that the Letter of Credit must be filed before the City will award any contracts related to the Improvements. The City may only draw upon the Letter of Credit upon the conditions set forth in this Agreement.

It is a condition of the Letter of Credit that it will be deemed automatically extended for one (1) year from its original or future expiration dates unless, sixty (60) days prior to any expiration date, the bank issuing the Letter of Credit provides written notice to the Horace City Auditor, by registered or certified mail, that the bank elects not to renew the Letter of Credit for any additional period. The Developer will have until thirty (30) days prior to any expiration date to supply the City Auditor with a replacement Letter of Credit for one (1) year from the expiration date(s), meeting all the terms of this Agreement. Failure to renew, extend, or replace the Letter of Credit within thirty (30) days of its expiration will result in a default under this Agreement and the City Auditor will notify the bank of the default and order the draw of the entire balance of the Letter of Credit. Such funds received from the bank upon such a default will be held by the City, and if any special assessments covered by this Agreement are delinquent, an amount of funds equal to the amount of the delinquent special assessments will be placed in the sinking funds for the Improvement District. The City will release to the Developer any such funds not placed into a sinking fund upon the filing with the City of a new Letter of Credit in a form and amount satisfactory to the City, or if a Letter of Credit is no longer required under the terms of this Agreement.

7. **Default of Special Assessments.** The Developer agrees that, pursuant to this Agreement, the special assessments on all lots covered by this Agreement and which have not been “Developed,” must be kept from being “In Default.”
  - a. For purposes of this Agreement, the term “Developed” means that a structure for which a building permit has been granted by the City has been constructed on the lot. The sale, tax sale, transfer, or other disposition of any lot covered by this Agreement shall have no effect on the obligation of the Letter of Credit.
  - b. For purposes of this Agreement, “In Default” means that all special assessments on lots covered by this Agreement that have not been Developed must not become three (3) years delinquent. An assessment becomes “one (1) year delinquent” if it is not paid by March 2 of the year following the year in which the assessment was levied. The entire three (3) years of unpaid special assessments are deemed In Default when any property becomes three (3) years delinquent.
8. **Notice of Default.** The parties agree that if special assessments on any lots covered by this Agreement that have not been Developed are not paid, causing the Development to be In Default, the City Auditor will give written notice to the Developer of the lots covered by this Agreement for which special assessments were not paid by March 2, causing the lots to become In Default. The City Auditor will notify the Developer that if the delinquent special assessments are not paid within fourteen (14) days of the mailing of the notice, the City Auditor will give the issuing bank of the Letter of Credit a written demand for payment to the City pursuant to the Letter of Credit in an amount sufficient to satisfy the deficiency.
9. **Disbursements.** The City, upon receipt of funds from the bank pursuant to this Agreement, will place those funds into the sinking fund of the Improvement District. The City will not apply those sums to pay special assessments on any property covered by this Agreement but will use the funds to pay principal and interest payments on outstanding bonds for the Improvement District. If the principal amount of delinquent special assessments is

subsequently paid to the County by the Developer, or subsequent owner, the City, upon receipt from the County of those funds, will transfer them to the bank. If a lot covered by this Agreement comes back to the City for failure to pay special assessments, upon the sale of that property by the City, the proceeds of the sale will be applied in the following order:

- a. To the sinking fund of WATER, SEWER, STORM, AND STREET IMPROVEMENT DISTRICT NO. 2022-12 to cover any deficiencies in the sinking fund for lots covered by this Agreement which have come back to the City;
- b. To the City to cover its reasonable costs and expenses, including attorney's fees, incurred by the City in marketing and selling the lot;
- c. To the bank to the extent necessary to reimburse the bank for the amount of funds paid as a result of the Letter of Credit as a result of delinquent specials on the lot sold; and
- d. To the general fund of the City.

10. **Developer's Obligation.** The Developer agrees that the Letter of Credit issued pursuant to this Agreement is to be used to secure payment of special assessments which are In Default on any lots covered by this Agreement. The Developer's obligation to pay special assessments on a lot is only extinguished when that lot is Developed, or when all special assessments for that lot, certified or uncertified, for this Improvement District are paid. The sale, tax sale, transfer, or other disposition of any lot covered by this Agreement will have no effect on the obligation of the Letter of Credit to pay special assessments which are not current.

11. **Principal Reduction.** The bank issuing the Letter of Credit is authorized to reduce the principal amount of the Letter of Credit issued hereunder upon written notice signed by the City Auditor and the Developer. The City Auditor, upon request of the Developer, will give written notice to the bank to reduce the principal amount of the Letter of Credit for the special assessments attributable to all Developed lots. In addition, the City Auditor, upon request of the Developer, will give written notice to the bank to reduce the principal amount of the Letter of Credit when the amount of unpaid special assessments, whether certified or uncertified, for the lots which are not Developed are less than the principal amount in the Letter of Credit so that the amount of the unpaid special assessments, whether certified or uncertified, against the lots which are not Developed and the principal amount to remain secured by the Letter of Credit are equal. The reduction of the principal amount in the Letter of Credit pursuant to this paragraph is only required to be made by the City Auditor once in each six (6) month period. At the time eighty-five percent (85%) of the lots are Developed, or at the time the amount of unpaid specials, whether certified or not, on lots which are not Developed becomes fifteen percent (15%) or lower of the costs of the Local Improvements and CRW Improvements, whichever occurs first, the City Auditor will, upon the request of the Developer, immediately give written notice to the bank to release the Letter of Credit.

12. **Design Engineering Fees.** At its meeting on May 3, 2021, the City Council authorized developers in the City to include design engineering fees in the cost of the Improvements. Therefore, the Developer is authorized to include any design engineering fees it may have into the cost of the Improvements. The City's Engineer maintains authority for reviewing and approving the Developer's design engineering and may, in his sole discretion, revise the designs provided by the Developer.
13. **Land Dedication.** The Developer agrees to dedicate Lot 17, Block 3; Lot 12, Block 8; and Lots 4 and 18, Block 9, River's Edge Second Addition to the Horace Park District to satisfy the land dedication requirements in accordance with City Ordinance Section 17.8.10. This land dedication is evidenced in the recommendation letter from the Horace Park District, attached as **Exhibit D.** The Developer also agrees to sell Lots 7 and 17, Block 9, River's Edge Second Addition to the City for storm sewer purposes in accordance with Section 16 herein. The parties will execute a purchase agreement to reflect the sale. Ownership, operation, and maintenance of the various City, Horace Park District, and HOA lots is described further in the Maintenance Plan attached as **Exhibit E.**
14. **Water Service.** Water service for the Development will be provided by Cass Rural Water District. The Developer is responsible for obtaining a fully executed developer's agreement with Cass Rural Water District and presenting it to the City for review. The City will not award the construction contract for the Improvements until the Developer obtains a fully executed developer's agreement with Cass Rural Water District. The City agrees to bid and construct the CRW Improvements with the Local and Regional Improvements. Cass Rural Water District will then bond for the CRW Improvements and levy assessments accordingly.
15. **Wastewater Service.** Wastewater service for the Development will be provided by the City. A sanitary sewer lift station and forcemain will be constructed east of the storm water retention pond on the eastern side of River's Edge Second Addition. Wastewater from the Development will be collected and routed to this lift station and conveyed to the south along the eastern edge of the Development and will pass the River's Edge Addition wastewater treatment plant located approximately one hundred feet (100') to the east. At this location, it is proposed to interconnect with the River's Edge Addition private force main to intercept that subdivision's wastewater upstream of the existing treatment plant. The force main will then continue south to Wall Avenue and connect to the City's existing gravity sewer main at the entrance of the Lost River developments.
16. **Storm Sewer Service.**
- a. Lots and streets will be graded to drain storm water towards drainage facilities along the property lines and drainage easements. The storm sewer system will be designed to accommodate a one hundred (100) year storm event. All storm water in the Development will flow to the proposed detention pond on Lot 17, Block 9, River's Edge Second Addition which will be owned, operated, and maintained by the City. Lot 7, Block 9, River's Edge Second Addition will provide the City access, ingress and egress, to Lot 17, Block 9, River's Edge Second Addition. The captured storm water will then flow to the Sheyenne River to the east.



If to City:                      City of Horace  
   Attn: City Auditor  
   P.O. Box 99  
   Horace, ND 58047

Notice will be deemed to be properly delivered (a) immediately upon being served personally, (b) five (5) days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

21. **Waiver.** The failure of the City to enforce any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require performance by the Developer or bank of any of the provisions hereof, will in no way be construed a waiver of such provisions, nor in any way affect the validity of this Agreement, or any part thereof, or the right of the City to thereafter enforce each and every such provision.
22. **Entire Agreement.** This Agreement, and any exhibits and amendments hereto, contains the entire and exclusive understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the parties, except as otherwise provided herein.
23. **Modification.** Any amendment or modification of this Agreement, or additional obligation assumed by any party in connection with this Agreement, will only be binding if evidenced in writing, signed by each party or an authorized representative of each party.
24. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of North Dakota.
25. **Severability.** In the event that any term, part, or provision of this Agreement is held to be invalid or unenforceable, all other terms, parts, and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable term, part, or provision severed from the remainder of this Agreement.
26. **Assignment.** The terms of this Agreement are hereby made binding upon the parties hereto, their successors and assigns, and no party under this Agreement may assign their interest in this Agreement to any other person or entity without the written consent of the other party.
27. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
28. **Representation.** The parties represent and warrant to the other that the party executing this Agreement has the authority to do so knowing that the other party to this Agreement is acting in reliance upon such representation. The provisions of this section will survive the termination of this Agreement.

29. **Counterparts.** This Agreement may be executed in counterparts, meaning that the Agreement is valid if signed by each party even if the signatures of the parties appear on separate copies of the same Agreement rather than on a single document.
30. **Effective Date.** This Agreement becomes effective on the date of the last signature appearing below.

IN WITNESS WHEREOF, the parties have duly affixed their signatures on the dates written below.

*[Signatures contained on the following pages.]*

**CITY:**  
City of Horace, North Dakota

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
Kory Peterson, Mayor

***Attest:***

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
Brenton Holper, City Auditor

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS                     )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Kory Peterson and Brenton Holper, the Mayor and City Auditor, respectively, of and on behalf of the City of Horace, North Dakota.

(SEAL)

\_\_\_\_\_  
Notary Public, Cass County, ND

***[Signatures continue on the following page.]***



**DEVELOPER:**

Dabbert Custom Homes, LLC

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
Donald Dabbert, Jr., Managing Member

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS             )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Donald Dabbert, Jr., the Managing Member, of and on behalf of Dabbert Custom Homes, LLC, a North Dakota limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public, Cass County, ND

**DEVELOPER:**

River's Edge Estates, LLC

Date: \_\_\_\_\_, 2023

\_\_\_\_\_  
Donald Dabbert, Jr., Managing Member

STATE OF NORTH DAKOTA     )  
  ) ss.  
COUNTY OF CASS             )

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by Donald Dabbert, Jr., the Managing Member, of and on behalf of River's Edge Estates, LLC, a North Dakota limited liability company.

(SEAL)

\_\_\_\_\_  
Notary Public, Cass County, ND

# **EXHIBIT A**

## **PETITION FOR IMPROVEMENTS**

DRAFT

## **EXHIBIT B**

### **IMPROVEMENT DISTRICT BOUNDARY MAP**

DRAFT

## **EXHIBIT C**

### **ENGINEER'S ESTIMATE OF PROBABLE PROJECT COSTS**

DRAFT

## **EXHIBIT D**

### **HORACE PARK DISTRICT RECOMMENDATION LETTER**

DRAFT

# **EXHIBIT E**

## **MAINTENANCE PLAN**

DRAFT

# MEMO

To: Horace City Council  
(Via email: Bholper@cityofhorace.com)

From: James Dahlman, PE *Jad*

Date: May 11, 2023

Re: Water, Sewer, Storm and Street Improvement District No. 2022-12  
Rivers Edge Second Addition  
Plans and Specifications  
Horace, North Dakota  
ER22-03-103.27

---

Please find an example plan sheet attached for the above referenced project.

This is being presented for your information, review, and comments.

The anticipated project schedule is:

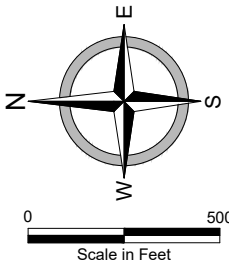
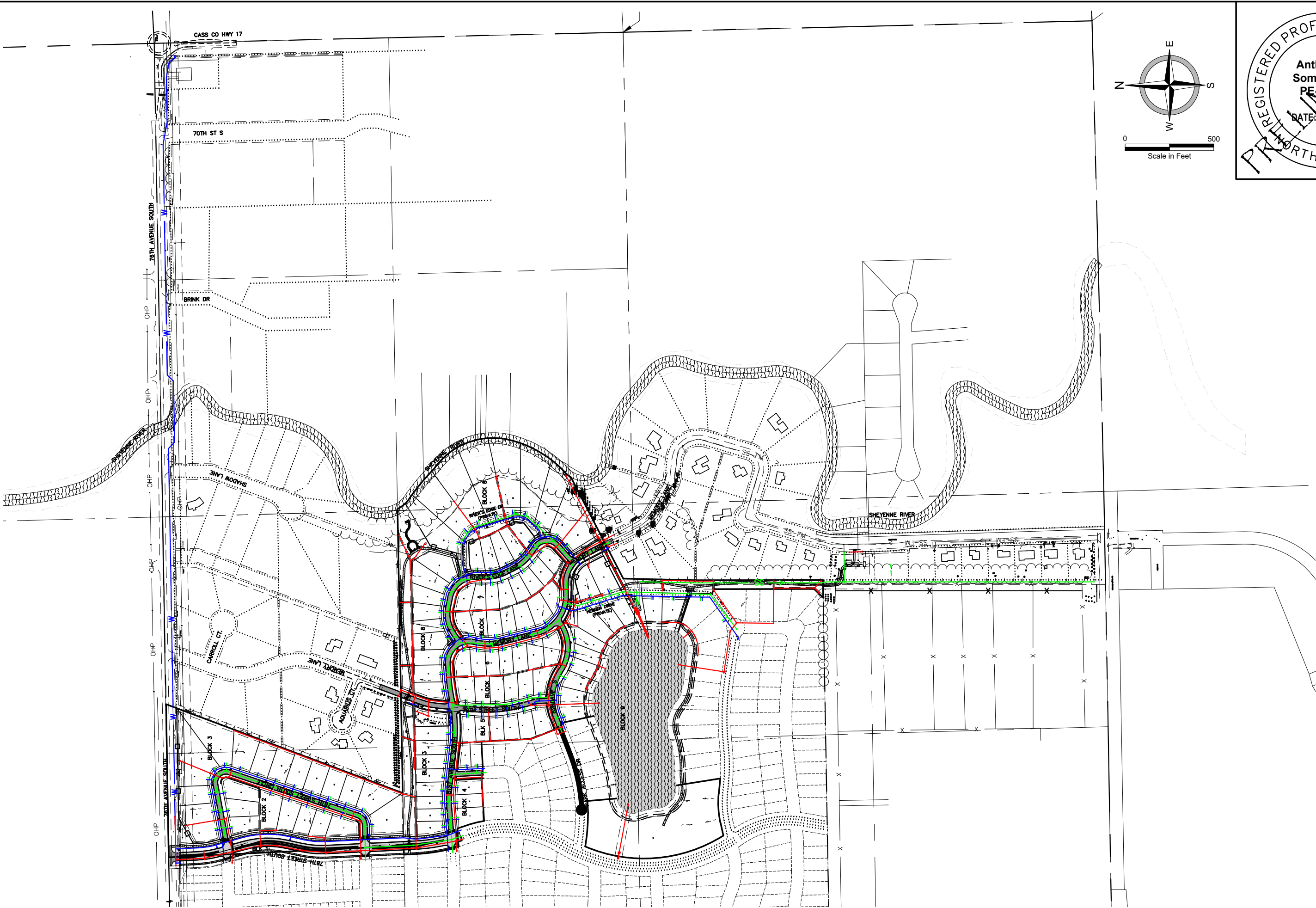
- May 15, 2023 - approve plans and specifications.
- May 24, 2023 - advertise in the paper.
- May 31, 2023 - advertise in the paper.
- June 6, 2023 - advertise in the paper.
- June 15, 2023 - open bids.
- End of June 2023 - award construction contract.
- End of 2024 - substantial completion.

Engineer's Opinion of Probable Construction Cost: \$16,898,000.00

Engineer's Opinion of Probable Project Cost: \$22,155,000.00

I recommend approving the plans and specifications and directing the Auditor to advertise for bids.

If you have any questions, please feel free to contact me at (701) 532-0438.



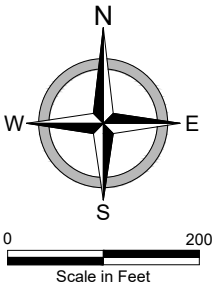
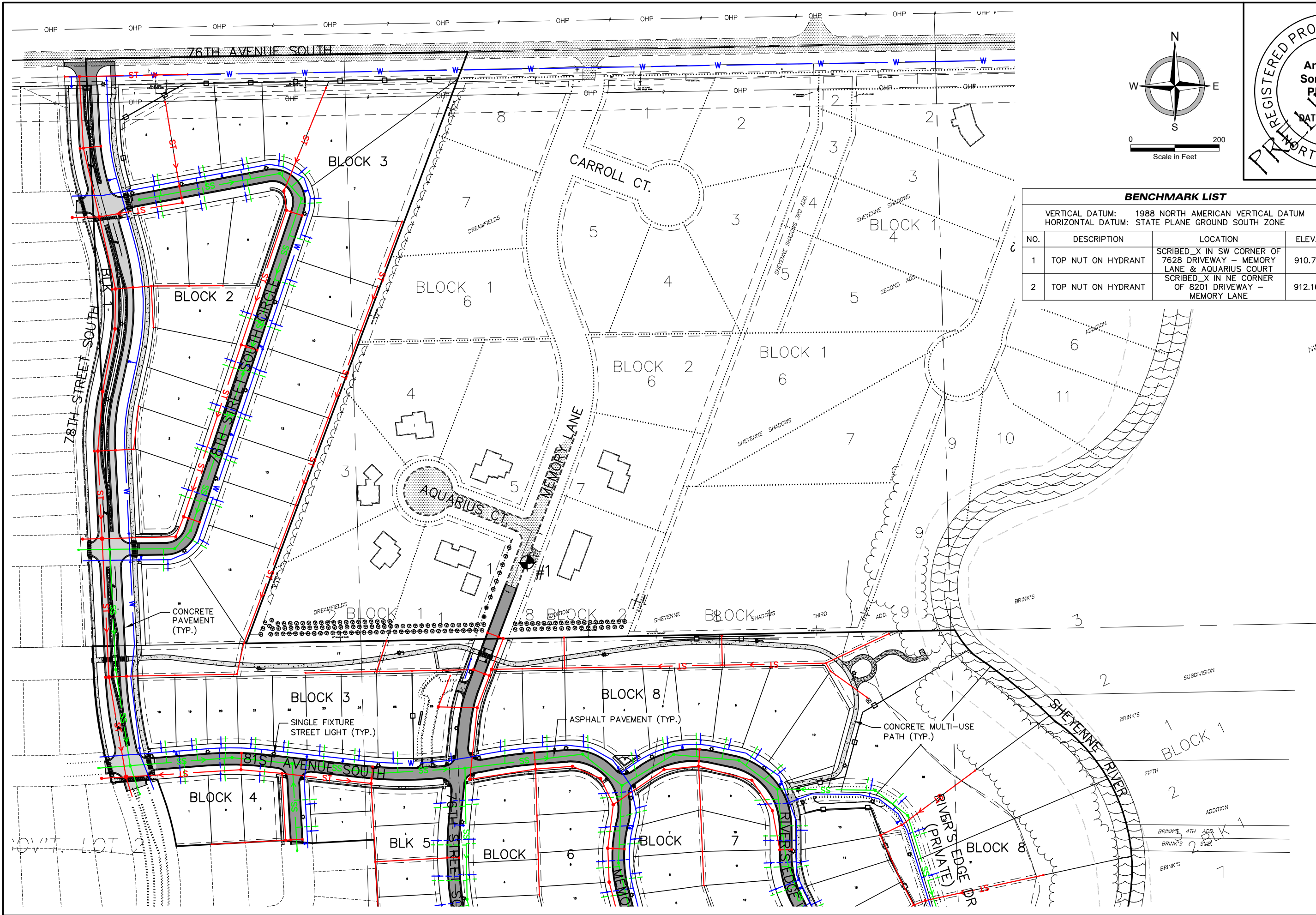
REGISTERED PROFESSIONAL ENGINEER  
Anthony Sommerfeld  
PE-27230  
DATE: \_\_\_\_\_  
NORTH DAKOTA

PROJECT LAYOUTS  
WATER, SEWER, STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-12  
RIVER'S EDGE 2ND ADDITION  
HORACE, NORTH DAKOTA  
GENERAL LAYOUT - AREA PLAN

DATE:	05.10.23
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22231
MANAGER:	MWW
DESIGNER:	BJP
DRAFTER:	JTR
REVIEWER:	AJS







BENCHMARK LIST			
VERTICAL DATUM:		1988 NORTH AMERICAN VERTICAL DATUM	
HORIZONTAL DATUM:		STATE PLANE GROUND SOUTH ZONE	
NO.	DESCRIPTION	LOCATION	ELEV.
1	TOP NUT ON HYDRANT	SCRIBED_X IN SW CORNER OF 7628 DRIVEWAY - MEMORY LANE & AQUARIUS COURT	910.71
2	TOP NUT ON HYDRANT	SCRIBED_X IN NE CORNER OF 8201 DRIVEWAY - MEMORY LANE	912.16

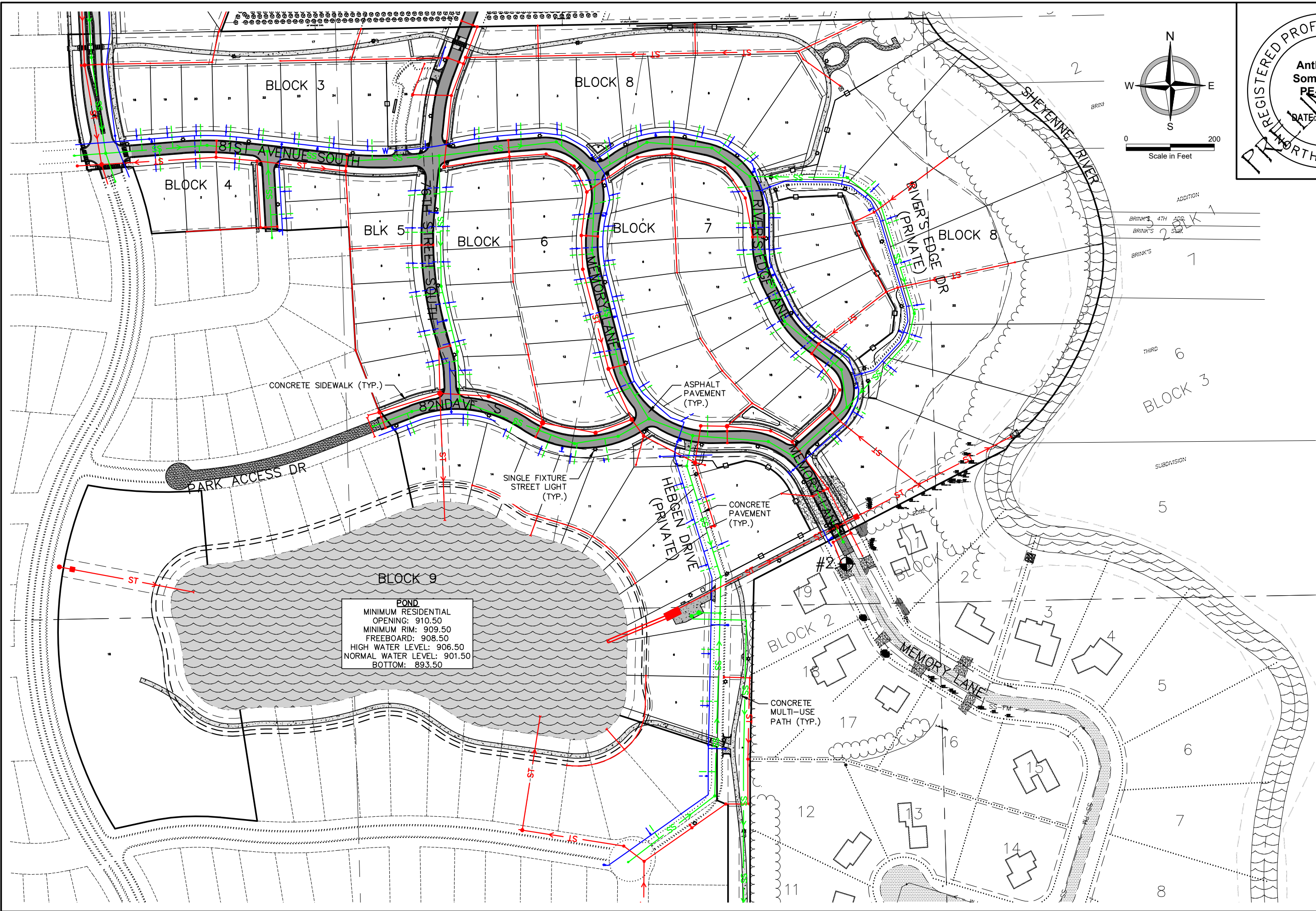
PROJECT LAYOUTS  
WATER, SEWER, STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-12  
RIVER'S EDGE 2ND ADDITION  
HORACE, NORTH DAKOTA  
GENERAL LAYOUT - NORTH

DATE:	05.10.23
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22231
MANAGER:	MWW
DESIGNER:	BJP
DRAFTER:	JTR
REVIEWER:	AJS



FILE LOCATION: R:\Projects\22000\22200\22231\CIVIL\PRODUCTION\22231\_ProjectLayouts.dwg

5/10/2023 2:13:58 PM

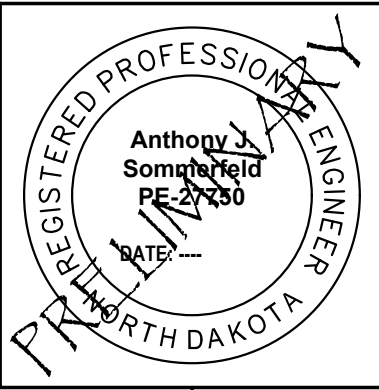
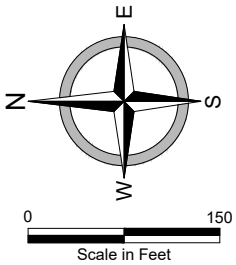
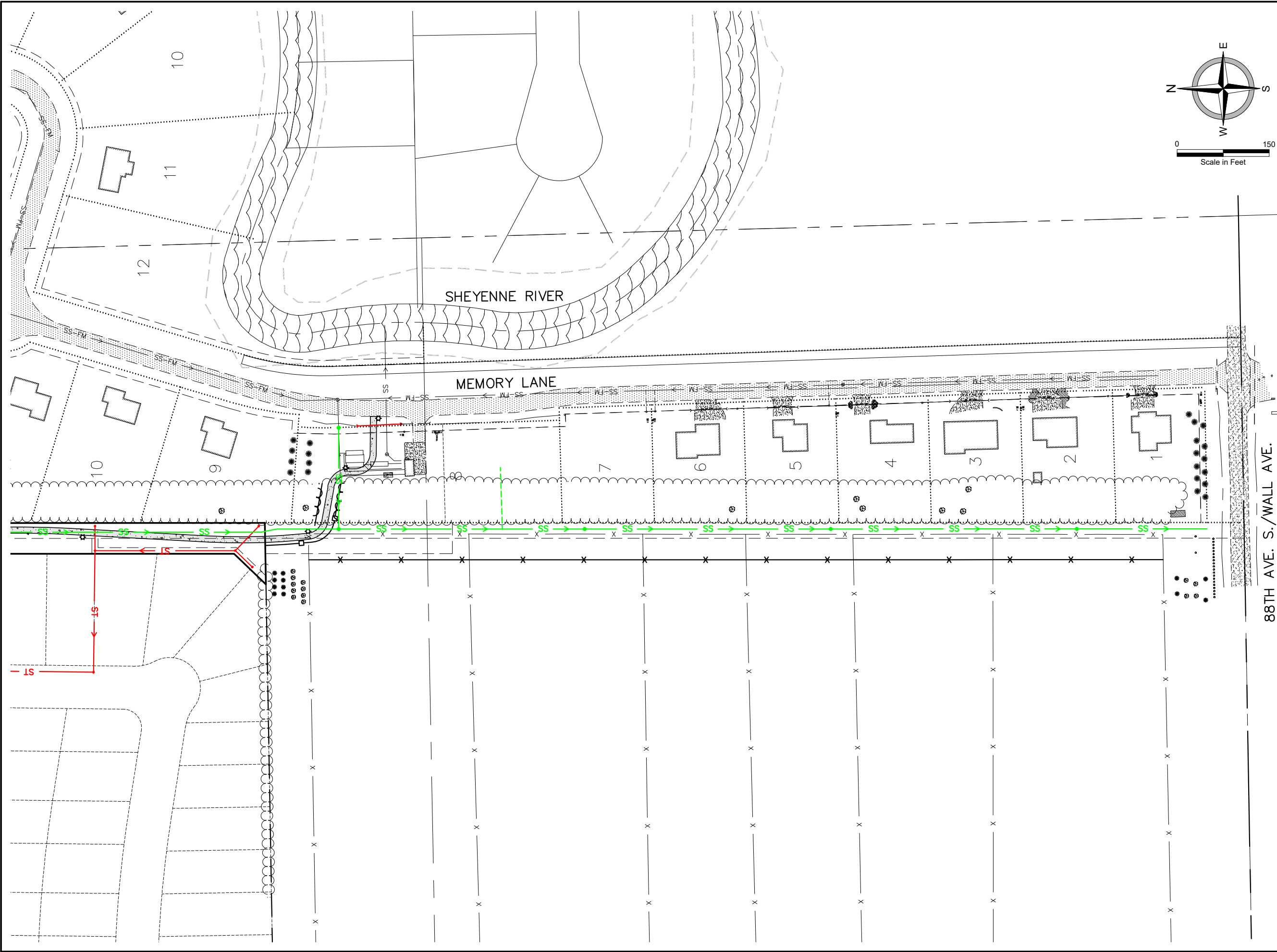


REGISTERED PROFESSIONAL ENGINEER  
NORTH DAKOTA  
Anthony Sommerfeld  
PE-27230  
DATE: ---



PROJECT LAYOUTS  
WATER, SEWER, STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-12  
RIVER'S EDGE 2ND ADDITION  
HORACE, NORTH DAKOTA  
GENERAL LAYOUT - MIDDLE

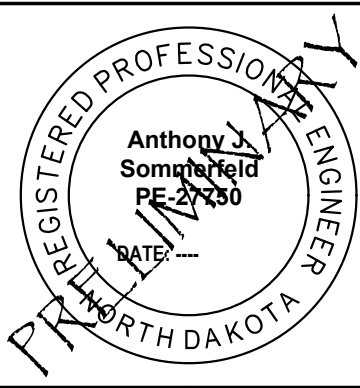
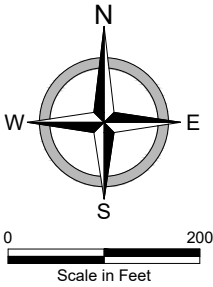
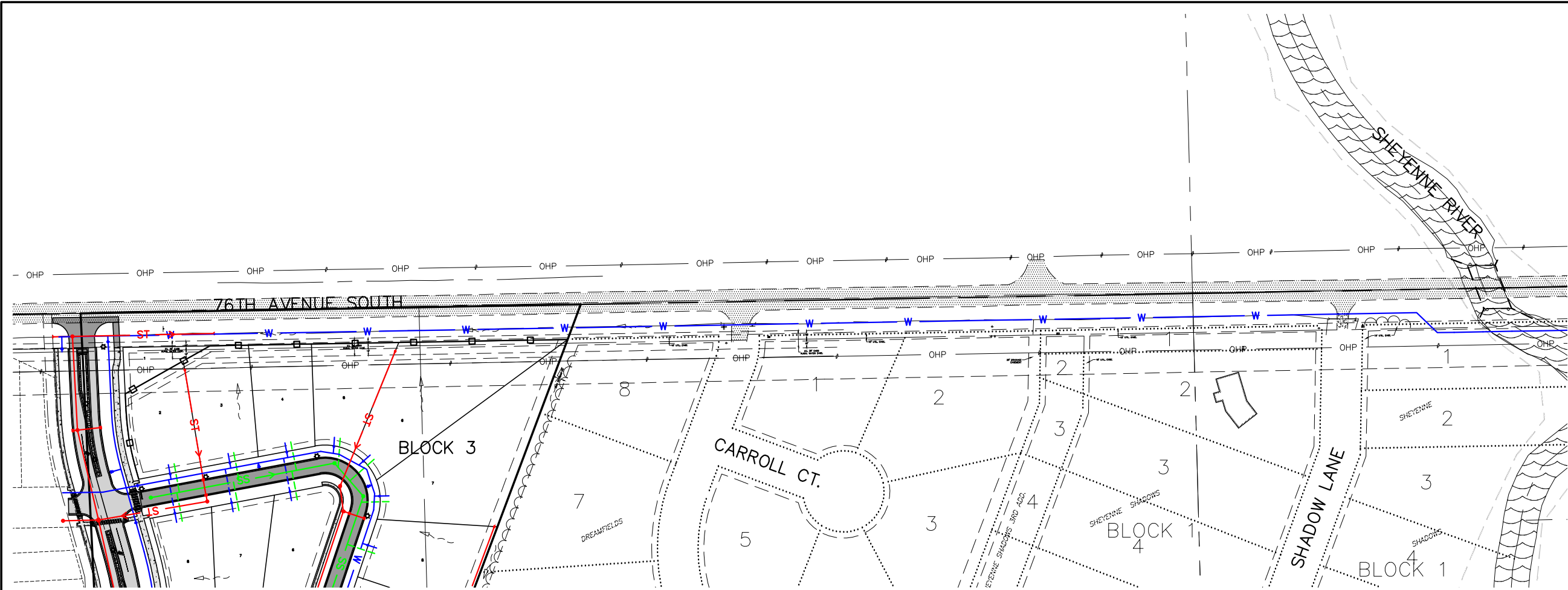
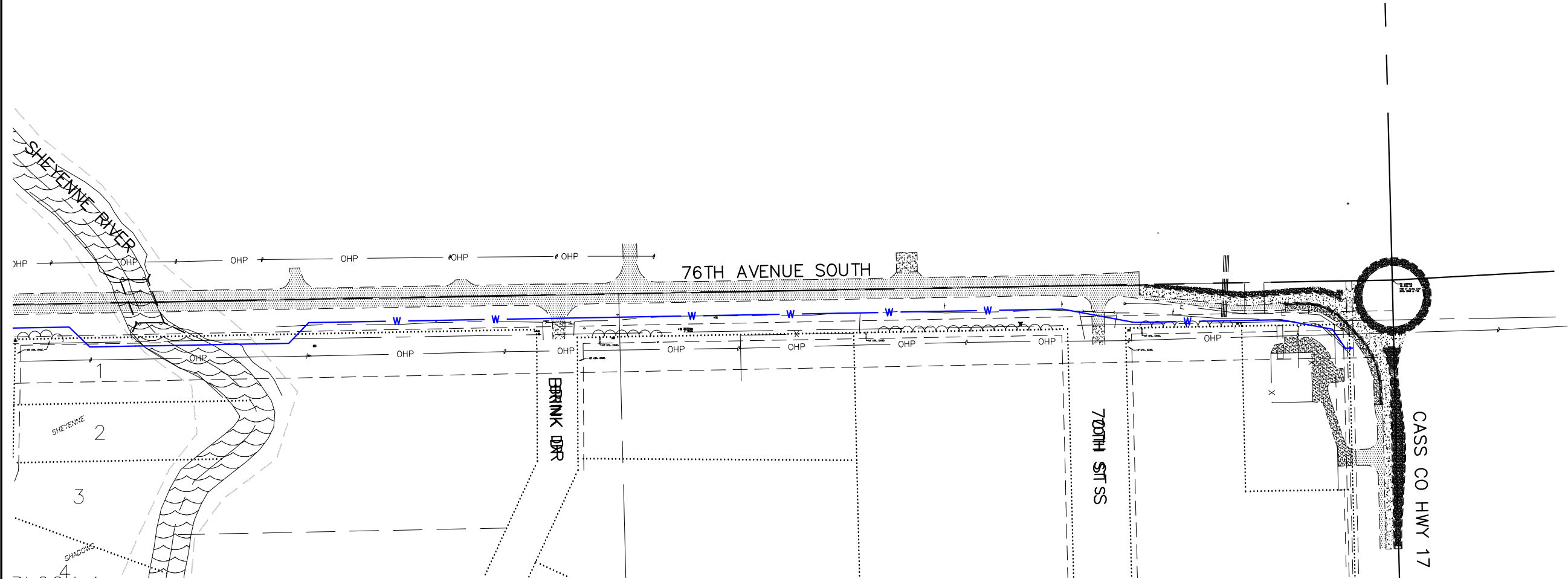
DATE:	05.10.23
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22231
MANAGER:	MWW
DESIGNER:	BJP
DRAFTER:	JTR
REVIEWER:	AJS



PROJECT LAYOUTS  
WATER, SEWER, STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-12  
RIVER'S EDGE 2ND ADDITION  
HORACE, NORTH DAKOTA  
GENERAL LAYOUT - SOUTH

DATE:	05.10.23
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22231
MANAGER:	MWW
DESIGNER:	BJP
DRAFTER:	JTR
REVIEWER:	AJS





PROJECT LAYOUTS  
WATER, SEWER, STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-12  
RIVER'S EDGE 2ND ADDITION  
HORACE, NORTH DAKOTA  
GENERAL LAYOUT - 76TH AVENUE SOUTH WATER MAIN

DATE:	05.10.23
REV DATE:	---
REV NUM:	---
RECORD:	---
PROJECT No.	22231
MANAGER:	MWW
DESIGNER:	BJP
DRAFTER:	JTR
REVIEWER:	AJS



May 11, 2023

Brenton Holper, City Administrator  
City of Horace  
215 Park Drive E  
PO Box 99  
Horace, ND 58047-0099

RE: Storm and Street ID No. 2022-3  
Wall Ave (Sheyenne River to Cass County 17)  
W20-00-018

Dear Mr. Holper,

Attached please find Change Order No. 1 which decreases the contract amount by \$22,132.00 regarding the above referenced project.

This office has prepared the attached change order and recommends the City Council approve the same. After the change order has been approved, it should be signed by the Mayor and returned to our Horace office for distribution. A copy should be kept for your records.

Should you have any questions or require any additional information regarding this matter, do not hesitate to contact me at (701) 532-0438.

Yours Very Truly,

INTERSTATE ENGINEERING, INC.

A handwritten signature in blue ink that reads 'James A. Dahlman'.

James A. Dahlman, PE

JD/iaj

Attachment

CC:

Dakota Underground, Co. (via email. [bobert@dakotaundergroundco.onmicrosoft.com](mailto:bobert@dakotaundergroundco.onmicrosoft.com))

City of Horace Finance (via email. [finance@cityofhorace.com](mailto:finance@cityofhorace.com), [bpacht@cityofhorace.com](mailto:bpacht@cityofhorace.com))

# CHANGE ORDER FORM

Change Order No. One (1)

Date of Issuance: March 23, 2023 Effective Date: April 4, 2023  
 Owner: City of Horace Owner's Contract No.: 2022-3  
 Contractor: Dakota Underground Company Contractor's Project No.:  
 Engineer: Interstate Engineering, Inc. Engineer's Project No.: W20-00-018  
 Project: Storm and Street ID No. 2022-3 Contract Name: WALL AVE(SHEYENNE RIVER TO CASS COUNTY 17)

The Contract is modified as follows upon execution of this Change Order:

Description: Following are Items for Wall Ave (Sheyenne River to Cass County 17) as described below, in the Justification Letter with the attachments.

To better fit the existing bridge and the new street design adjustments were made to the concrete bridge approach slab details. The adjusted bid items required to adjust the concrete bridge approach slab details are listed below and will be covered by Change Order No. 1. All material, labor, and equipment necessary to complete the work is included in these prices.

Attachments:

Justification Letter, Estimate, Revised Contract Plan sheets

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: (with Alternate #1)  \$ 3,307,872.71	Original Contract Times: Substantial Completion: September 16, 2023 Ready for Final Payment: September 30, 2023 days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:  _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order:  _____	Contract Times prior to this Change Order: Substantial Completion: September 16, 2023 Ready for Final Payment: September 30, 2023 days or dates
<del>[Increase]</del> [Decrease] of this Change Order:  \$ 22,132.00	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price incorporating this Change Order:  \$ 3,285,740.71	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Jason Ericson</u>	By: _____	By: <u>Bob Nelson</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Senior Project Engineer</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>5/8/2023</u>	Date: _____	Date: <u>5-8-2023</u>

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

109 (1)

**CHANGE ORDER No. 1**

STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-3

WALL AVE (SHEYENNE RIVER TO CASS COUNTY 17)

HORACE, NORTH DAKOTA

05.2.2023

The following items are to be [ADDED/DELETED] [to/from] the Contract:

To better fit the existing bridge and the new street design adjustments were made to the concrete bridge approach slab details. The adjusted bid items required to adjust the concrete bridge approach slab details are listed below and will be covered by Change Order No. 1. All material, labor, and equipment necessary to complete the work is included in these prices.

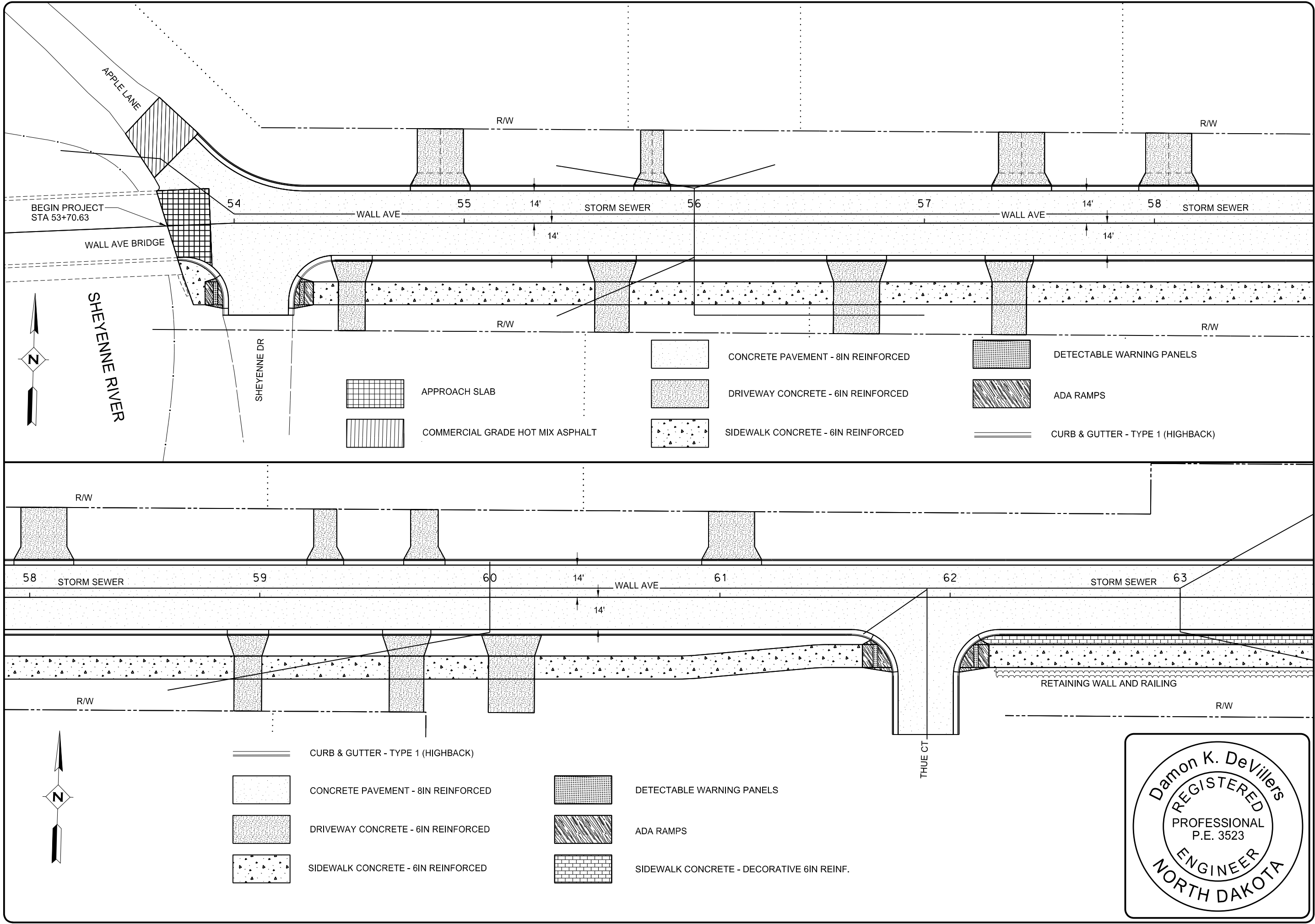
<u>Item</u>	<u>Unit</u>	<u>Planned</u>	<u>Bid</u>	<u>Revised</u>	<u>Change Order</u>
		<u>Quantity</u>	<u>Price</u>	<u>Quantity</u>	<u>Amount</u>
Item 22 CONCRETE BRIDGE APPROACH SLAB	SY	102	\$650.00	64	\$-24,700.00
Item 28 UNDERDRAIN PIPE PVC PERFORATED 4IN WITH SOCK	LF	2610	\$12.00	2579	\$-372.00
Item 51 CURB & GUTTER	LF	2567	\$38.00	2579	\$456.00
Item 52 8IN NON-REINF CONCRETE PAVEMENT CL AE-DOWELED	SY	4380	\$140.00	4407	\$3,780.00
Item 54 SIDEWALK CONCRETE 6IN REINFORCED	SY	1203	\$72.00	1185	<u>\$-1,296.00</u>
				SUBTOTAL	\$-22,132.00

- The total quantity and price adjustment for revisions to the Concrete Bridge Approach Slab, Underdrain pipe PVC Perforated 4IN With Sock, Curb & Gutter, 8IN NON-REINF. Concrete Pavement CL AE – Doweled, and Sidewalk Concrete 6IN Reinforced will be adjusted from the original quantity total for the Project in the Progressive Estimate.

---

<b>DEDUCT/<del>ADD</del></b>	<b>\$ -22,132.00</b>
------------------------------	----------------------

<b>NET CHANGE =</b>	<b>\$ -22,132.00</b>
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Rev	Date	By	Description
1	4/26/2023	JE	BRIDGE APPROACH SLAB

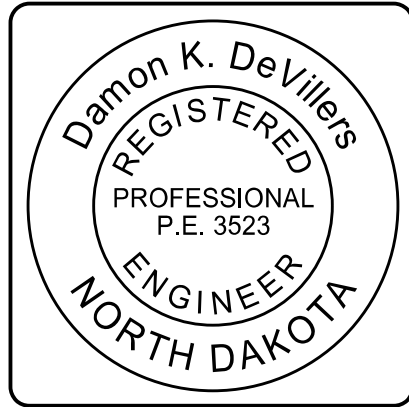
STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-3 WALL AVENUE (SHEYENNE RIVER TO CASS COUNTY 17)			
SCOPE OF WORK			
Drawn By: JE	Surveyed By: RC	Project No: W2000018	Date: February 2023
Checked By: DD	Designed By: JE		

Interstate Engineering, Inc.  
P.O. Box 667  
1999 4th St. N.  
Wahpeton, ND 58074-0667  
Ph (701) 642-5521  
Fax (701) 642-5215  
www.interstateeng.com

Offices in North Dakota, Minnesota, Montana and South Dakota



**INTERSTATE  
ENGINEERING**  
Professionals you need, people you trust.





ESTIMATED QUANTITIES

BASE BID			
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY
1	CONTRACT BOND	L SUM	1
2	MOBILIZATION	L SUM	1
3	CLEARING & GRUBBING	L SUM	1
4	REMOVAL OF TREES ALL TYPES AND SIZES	EA	22
5	REMOVAL OF BITUMINOUS SURFACING	SY	4361
6	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	126
7	FENCE REMOVE & RESET	LF	231
8	REMOVE & SALVAGE RIPRAP - LOOSE ROCK	CY	38
9	RIPRAP GRADE II	CY	38
10	COMMON EXCAVATION	CY	3329
11	REMOVE & SALVAGE TOPSOIL	SY	7448
12	SUBGRADE PREPARATION-TYPE A-12IN	STA	12.5
13	SEEDING CLASS II	ACRE	0.98
14	STRAW MULCH	ACRE	0.98
15	HYDRAULIC MULCH	SY	4735
16	FIBER ROLLS 12IN	LF	5248
17	REMOVE FIBER ROLLS 12IN	LF	5088
18	FLOTATION SILT CURTAIN	LF	130
19	REMOVAL FLOTATION SILT CURTAIN	LF	130
20	AGGREGATE BASE COURSE CL 5	CY	1969
21	TEMPORARY TRAFFIC SURFACE AGGREGATE	TON	929
22	CONCRETE BRIDGE APPROACH SLAB	SY	64
23	PEDESTRIAN RAILING 42"	LF	250
24	CONCRETE MODULAR BLOCK RETAINING WALL	SY	165
25	TRAFFIC CONTROL	LSUM	1
26	INLET PROTECTION-SPECIAL	EA	9
27	GEOSYNTHETIC MATERIAL TYPE R1	SY	4621
28	UNDERDRAIN PIPE PVC PERFORATED 4IN WITH SOCK	LF	2579
29	PIPE PVC 4IN DRAIN	LF	560
30	12" RCP STORM SEWER PIPE	LF	552
31	27" RCP STORM SEWER PIPE	LF	79
32	30" RCP STORM SEWER PIPE	LF	188
33	48" RCP STORM SEWER PIPE	LF	680
34	51"x31" RCPA STORM SEWER PIPE	LF	110
35	58"x36" RCPA STORM SEWER PIPE	LF	190
36	CLEAN AND TELEWISE STORM SEWER PIPE	LF	1799
37	60" CONCRETE STORM SEWER MANHOLE	VF	7
38	72" CONCRETE STORM SEWER MANHOLE	VF	26

BASE BID			
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL ESTIMATED QUANTITY
39	96" CONCRETE STORM SEWER MANHOLE	VF	10
40	144" CONCRETE STORM SEWER MANHOLE	VF	5
41	78" CONCRETE STORM SEWER MANHOLE BASE	EA	1
42	92" CONCRETE STORM SEWER MANHOLE BASE	EA	3
43	120" CONCRETE STORM SEWER MANHOLE BASE	EA	2
44	172" CONCRETE STORM SEWER MANHOLE BASE	EA	1
45	STORM SEWER MANHOLE CASTING AND COVER	EA	7
46	INLET - CATCH BASIN	EA	6
47	TYPE II INLET	EA	7
48	30" RCP FES W/GRATE	EA	1
49	F-10 WATERMAN FLAP GATE	EA	1
50	COMMERCIAL GRADE HOT MIX ASPHALT	TON	61
51	CURB & GUTTER	LF	2579
52	8IN NON-REINF CONCRETE PAVEMENT CL AE - DOWELED	SY	4407
53	DRIVEWAY CONCRETE 6IN REINFORCED	SY	706
54	SIDEWALK CONCRETE 6IN REINFORCED	SY	1185
55	SIDEWALK - DECORATIVE 6IN REINFORCED	SY	160
56	STABILIZED CONSTRUCTION ACCESS	EA	1
57	PANEL FOR SIGNS-TYPE XI REFLECTIVE SHEETING	SF	109
58	PANEL FOR SIGNS-TYPE IV REFLECTIVE SHEETING	SF	33
59	RESET SIGN PANEL	EA	2
60	RESET SIGN SUPPORT	EA	1
61	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	305
62	DETECTABLE WARNING PANELS	SF	145
63	W-BEAM GUARDRAIL	LF	75
64	W-BEAM GUARDRAIL END TERMINAL	EA	2
65	REMOVE & RESET GUARDRAIL	LF	60
66	REMOVE W-BEAM GUARDRAIL & POSTS	LF	89
67	5 FT CONCRETE BASE	EA	10
68	1-1/2 IN INNERDUCT INSTALLED	LF	1250
69	#6 USE CU. CONDUCTOR	LF	3750
70	TYPE A POLE & LUMINAIRE	EA	10
71	FEEDPOINT	EA	1
72	2" CONDUIT	LF	115
73	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	2181
74	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	312
75	TESTING LABORATORY SERVICES	LSUM	1



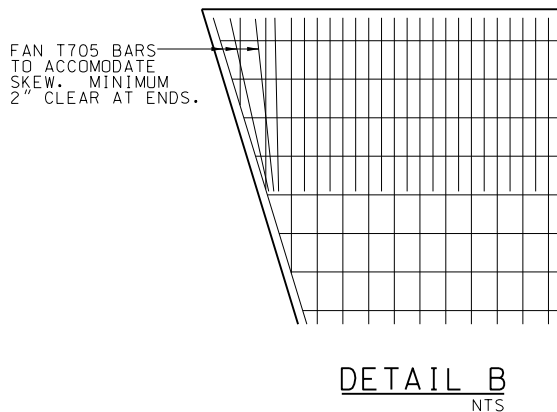
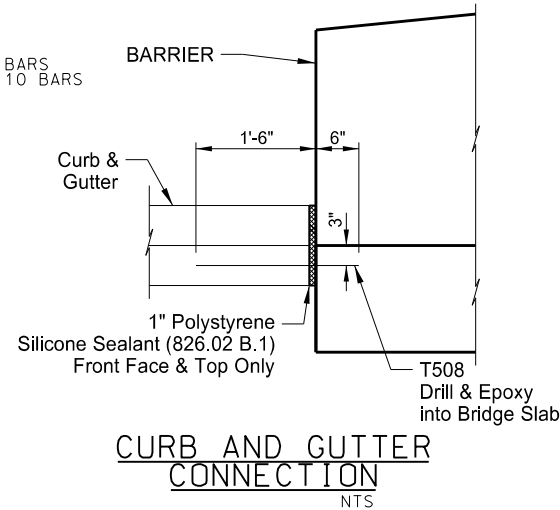
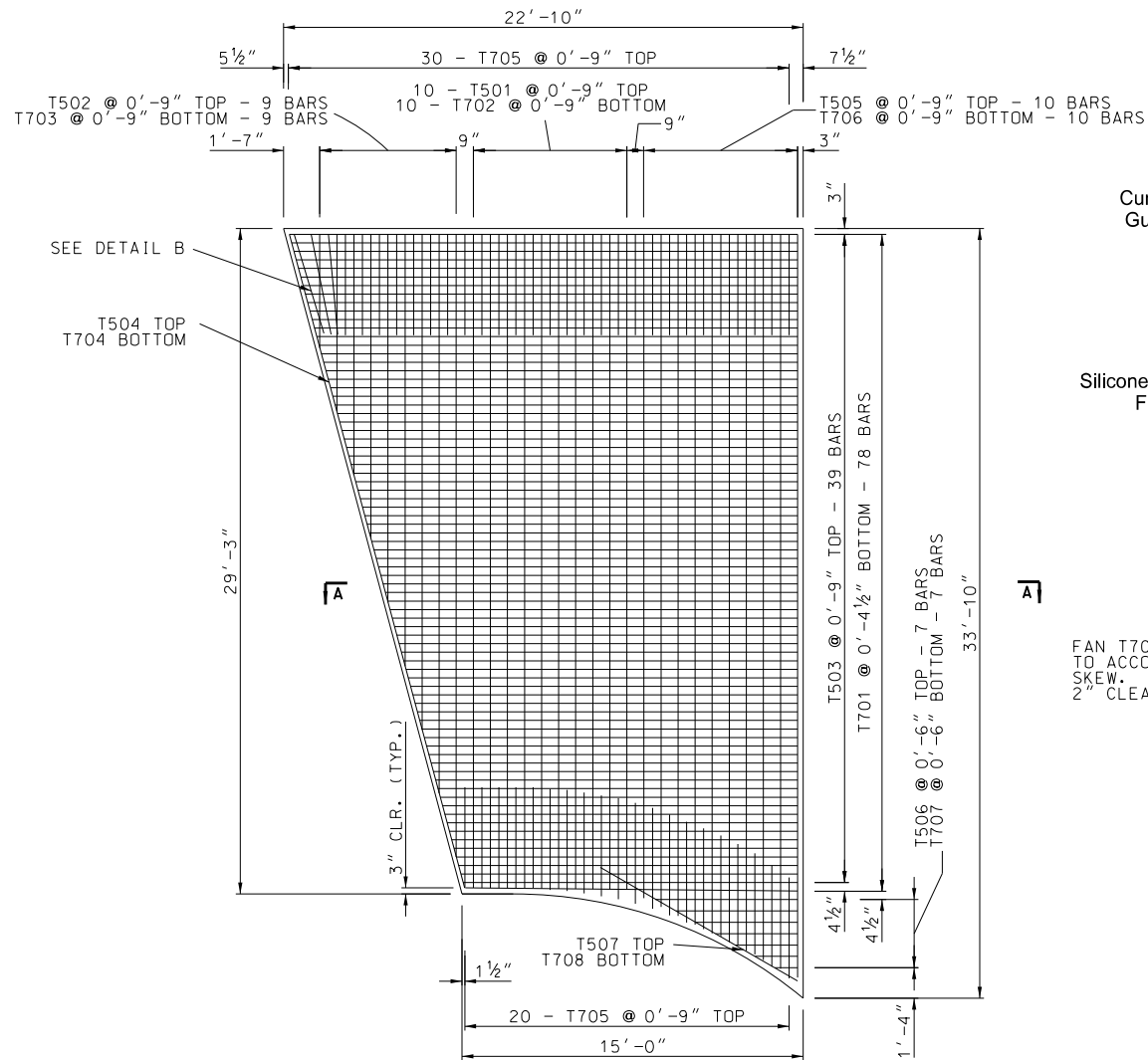
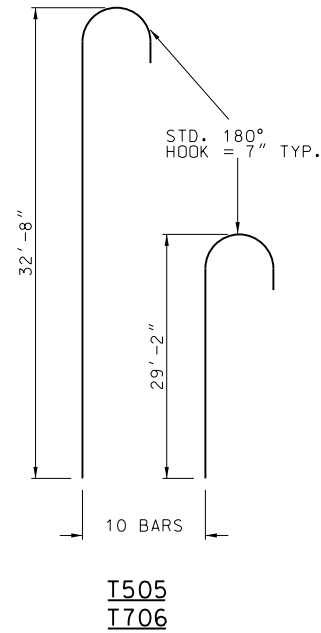
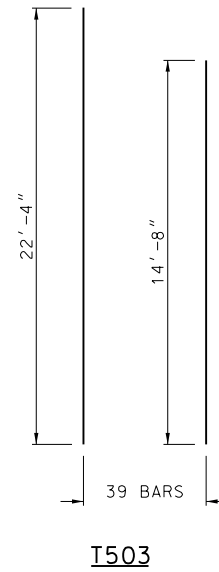
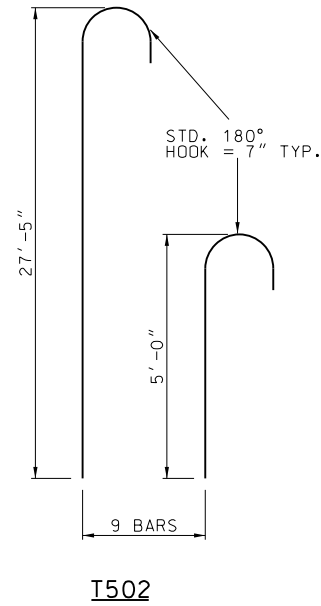
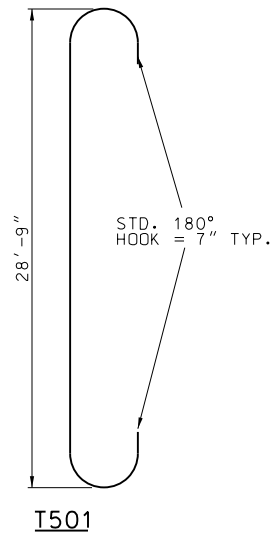
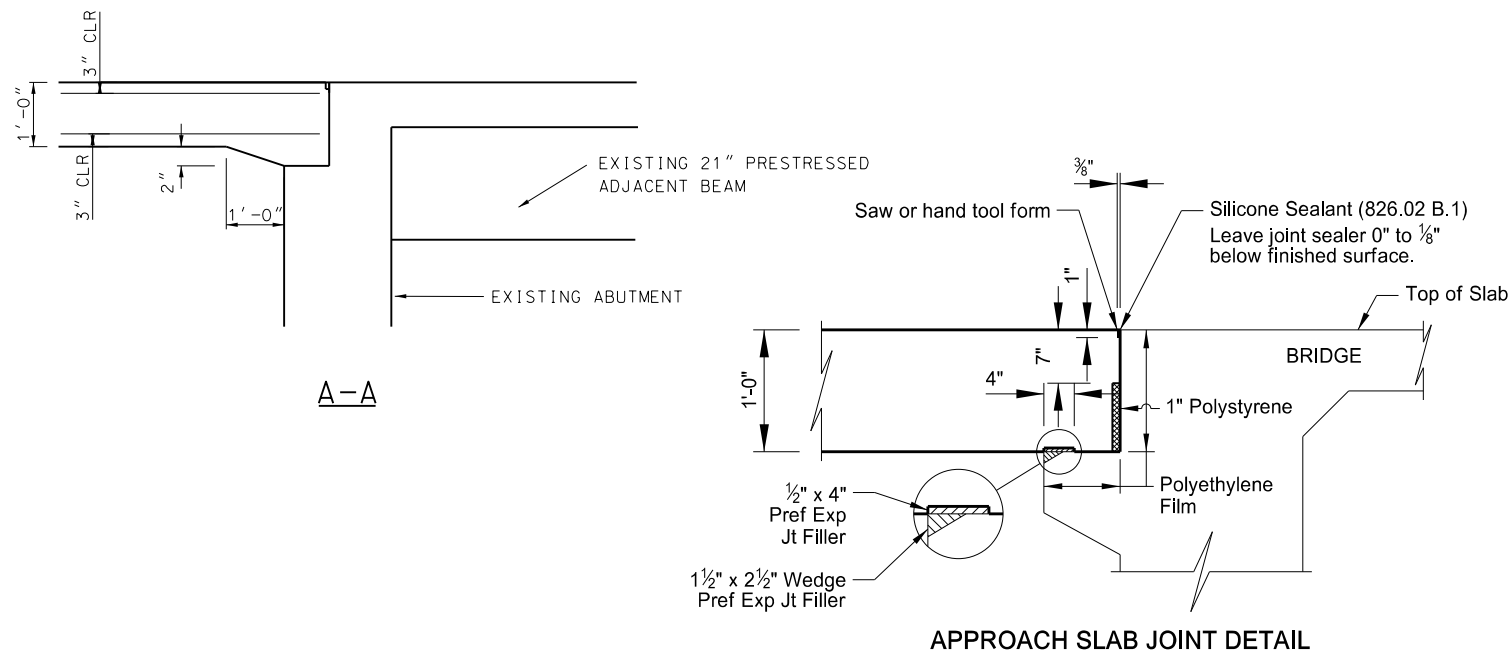
Rev No	Date	By	Description
1	3/14/2023	JE	ADDENDUM 1
2	3/21/2023	JE	ADDENDUM 2
3	4/26/2023	JE	BRIDGE APPROACH SLAB

STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-3 WALL AVE (SHEYENNE RIVER TO CASS COUNTY 17)		ESTIMATED QUANTITIES	
Drawn By: JE	Checked By: DD	Surveyed By: RC	Designed By: JE
Project No: W2000018		Date: APRIL 2023	

Interstate Engineering, Inc.  
P.O. Box 667  
1999 4th St. N.  
Wahpeton, ND 58074-0667  
Ph (701) 642-5521  
Fax (701) 642-5215  
www.interstateeng.com

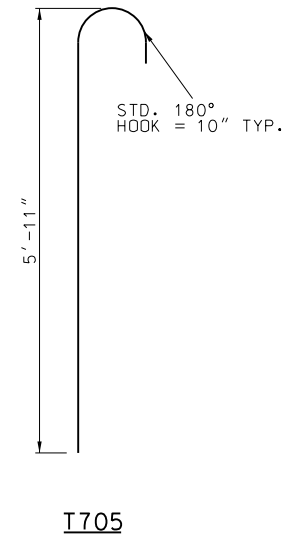
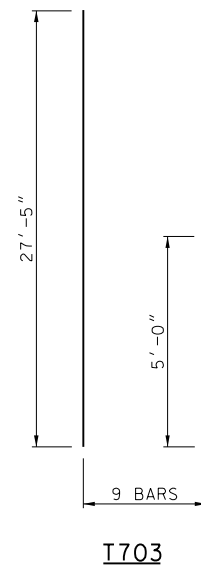
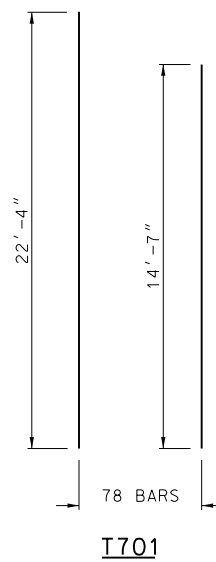
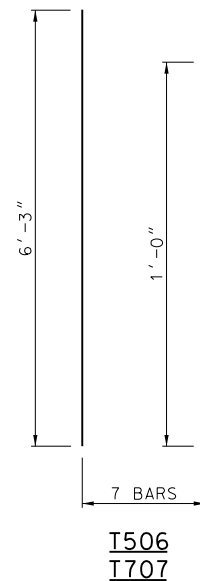
**INTERSTATE  
ENGINEERING**

Professionals you need, people you trust.



NOTES:

Use Class AE-3 concrete and Grade 60 epoxy coated reinforcing steel. Provide reinforcing steel that meets the requirements of Section 612. Use polyethylene film that meets the requirements of ASTM C171.



BILL OF REINFORCEMENT - ONE APPROACH SLAB				
MARK	QUANTITY	LENGTH (FT-IN)	SHAPE	REMARKS
T501	10	29-11	BENT	TRANSVERSE TOP
T502	1	151-1	BENT	TRANSVERSE TOP
T503	1	721-6	STRT	LONGITUDINAL TOP
T504	1	29-9	STRT	TRANSVERSE TOP END
T505	1	315-0	BENT	TRANSVERSE TOP
T506	1	25-5	STRT	LONGITUDINAL TOP
T507	1	10-0	STRT	LONGITUDINAL TOP END
T508	1	2-0	STRT	CURB TIE BAR
T701	1	1439-7	STRT	LONGITUDINAL BOTTOM
T702	10	28-9	STRT	TRANSVERSE BOTTOM
T703	1	145-10	STRT	TRANSVERSE BOTTOM
T704	1	29-9	STRT	TRANSVERSE BOTTOM END
T705	50	6-9	BENT	TRANSVERSE TOP ALONG EDGES
T706	1	315-0	BENT	TRANSVERSE BOTTOM
T707	1	25-5	STRT	LONGITUDINAL BOTTOM
T708	1	10-0	STRT	LONGITUDINAL BOTTOM END



Rev	Date	By	Description
1	3/9/2023	DD	ADDENDUM 1
2	4/26/2023	DD	BRIDGE APPROACH SLAB

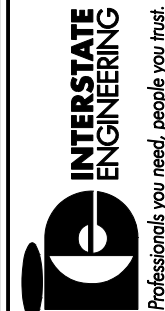
STORM AND STREET  
IMPROVEMENT DISTRICT NO. 2022-3  
WALL AVENUE EAST (SHEYENNE RIVER TO CASS COUNTY 17)

APPROACH SLAB DETAIL

Drawn By: AS  
Checked By: DD  
Surveyed By: RC  
Designed By: AS  
Project No: W2000018  
Date: APRIL 2023

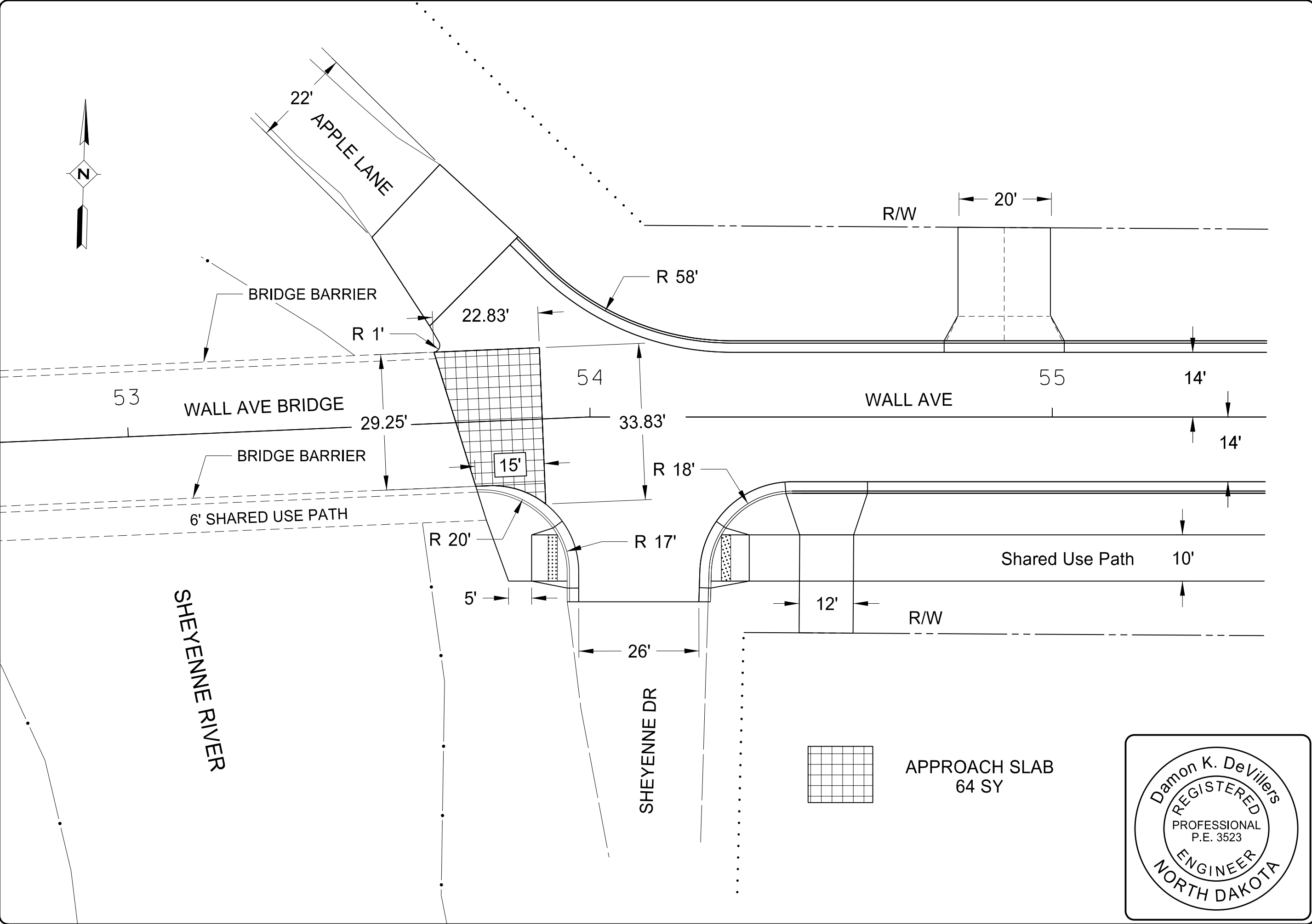
Interstate Engineering, Inc.  
P.O. Box 667  
1999 4th St N  
Wahpeton, ND 58074-0667  
Ph (701) 642-5521  
Fax (701) 642-5215  
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Sheet Number




Rev	Date	By	Description
1	3/9/2023	JE	ADDENDUM 1
2	4/26/2023	JE	BRIDGE APPROACH SLAB

STORM AND STREET IMPROVEMENT DISTRICT NO. 2022-3 WALL AVENUE EAST (SHEYENNE RIVER TO CASS COUNTY 17)			
APPROACH SLAB LAYOUT			
Drawn By:	AS	Surveyed By:	RC
Checked By:	DD	Designed By:	AS
		Project No:	W2000018
		Date:	APRIL 2023

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